

313 Peterson Drive
P.O. Box 821
Elizabethtown, KY 42702



Phone: (270) 769-6997
Fax: (270) 769-9340
Web: www.feedingamericaky.org

Dear Friend:

Thank you for your interest in Feeding America, Kentucky's Heartland (FAKH). Our mission is to provide food and personal products to non-profit and church based non-profit 501c(3) organizations that serve the needy, ill or infants. You will find our applications and policies enclosed. Please make sure that you fill in all applicable blanks including all required signatures before returning the application(s) to FAKH.

The final page of the application/agreement is in reference to your tax-exempt status under section 501c(3). We must receive either a copy of your 501c(3) letter from the IRS or a letter from the leader of your church on church stationary (see the explanation on that page of what is required in the letter).

Please feel free to call 270-769-6997 if you have any questions concerning FAKH or this application.

Sincerely,

Gary Miles
Executive Director
Feeding America
Kentucky's Heartland

ENCLOSURE

APPLICATION FOR MEMBERSHIP CHECKSHEET

Feeding America, Kentucky's Heartland
313 Peterson Drive
P.O. Box 821
Elizabethtown, KY 42702
(270) 769-6997

Application Process:

1. Please complete all appropriate sections of this application. Incomplete applications will not be accepted.
Verified Complete: _____
2. The agency DIRECTOR (and pastor/priest in the case of a church food pantry) must sign the enclosed BASIC AGREEMENT.
Signature verified: _____
3. Please include a photocopy of your IRS/US Dept. of Treasury Letter of Determination that states your 501C(3) tax-exempt status.
501C(3) letter attached: _____
4. Churches must include either their 501C(3) letter OR a letter from denominational headquarters stating that the church applying for membership is a church in good standing in that denomination.
501C(3): _____ **or Church Qualifier:** _____
5. Please return APPLICATION and ATTACHMENTS to Feeding America, Kentucky's Heartland (FAKH). You will be notified when your application has been received.
Application received, agency notified: _____ **Date:** _____
6. Once application is complete, a site visit by one of the FAKH staff to your agency will be arranged. No membership can be finalized until a site visit is complete.
Site visit accomplished: _____ **Date:** _____
7. After the visit, if membership is granted, the agency DIRECTOR (as well as staff who will be responsible for shopping) must attend an ORIENTATION SESSION at FAKH. The session is REQUIRED before an agency may begin shopping.
Orientation completed: _____ **Date:** _____

Membership Approved: _____ **Date:** _____
Exec. Dir. or Agency Rel. Coord.

APPLICATION FOR MEMBERSHIP

Please note: Completion of this application does NOT guarantee membership. We reserve the right to refuse membership to programs not meeting our criteria.

SECTION 1: GENERAL INFORMATION (to be filled out by all applicants)

Date _____

Agency Name _____ Phone _____

Agency Address _____

Mailing Address (if different) _____

Parent and/or Affiliated Organization _____

Agency Manager _____ Phone _____

Contact Person(s) _____ Phone _____

(Email) _____ (Fax) _____

Persons Authorized To Pick Up Product _____

Do you have federal tax exempt status under 501C(3)? Yes____ No____
(attach a copy of your IRS determination letter or church qualifier form)

Federal Employee Identification Number _____

Describe your general program in the space below (or attach agency brochure):

What are your funding sources? _____

Where will funds to pay shared maintenance come from? _____

When did you begin providing services described above? _____

SECTION II: FEEDING PROGRAM INFORMATION

Check category or categories describing your program:

(A) _____ Food Pantry (providing groceries to the needy, ill or infant).

(B) _____ Residential Program (cooking and serving meals to registered clientele: including Day Care, Detox, Half-way homes, Group homes, Day Activities Programs, etc.)

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

(D) _____ BackPack Program (providing food for children who are without food when a school meal is not available).

**** DEPENDING ON WHICH CATEGORIES CHECKED, PLEASE COMPLETE THE FOLLOWING:****

(A) FOOD PANTRY

1. CONTACT PERSON(S): _____

2. HOURS: What days/hours are you open to help people?:

Monday _____	Tuesday _____
Wednesday _____	Thursday _____
Friday _____	Saturday _____
Sunday _____	

3. Approximately how many families per month are you now serving? _____
What ages? _____ How many would you like to serve? _____

4. What products do you provide or plan to provide (check all applicable):

____ canned goods ____ frozen foods ____ dry goods (rice, cereal, etc.)
____ perishables (dairy, fresh fruit, etc.) ____ meats (fresh/frozen)
____ non-food groceries (when available)

How many days supply of food is provided to each person/family? _____

5. What geographical areas do you serve? _____
Are your services limited to these areas/neighborhoods? _____

6. What are your eligibility guidelines? _____

7. Do you have a refrigerator? _____ freezer? _____

8. Present sources of food: _____ % donated (includes food bank) _____ %
purchased

9. Do you accept walk-ins? _____ Referrals? _____ (from which sources?):

10. What proof of need do you ask for (if any)? _____

11. Do you (or do you plan to) keep records for the people you help? _____
What will (does) the record include? _____

12. Do you require people to attend church services or work in exchange for product? _____

13. May we refer individuals who call Feeding America, Ky's Heartland for help to your program? _____

(B) RESIDENTIAL PROGRAMS (Youth Camps/Day Care/After School Programs, Etc.)

1. How many individuals are in your program? _____ Ages: _____

2. Which meals do you serve?:
_____ breakfast _____ lunch _____ dinner _____ snacks

3. What days do you serve meals? _____

4. Do you have a room/board or program fee? _____ If yes, how much? _____

5. Are you licensed? _____ If so, by whom? _____ Lic# _____

6. What percentage of your clients are low-income and/or eligible for government aid?

(C) SOUP KITCHENS/FEEDING PROGRAMS

1. How many individuals served per meal? _____ What ages? _____

2. Which meals do you serve?
_____ breakfast _____ lunch _____ dinner _____ snack

3. What percentage of your guests are low-income? _____

4. Do you have a health certificate from the local Board of Health, licensing you to serve public meals? _____ Certificate #: _____

5. Do you have a refrigerator? _____ freezer? _____

6. What percentage of your food is donated (including food bank)? _____ Purchased? _____

SECTION III (to be completed by all applicants)

Please provide the name of one social service agency or church in your neighborhood that is familiar with your program which we may contact as a reference:

Name of Agency: _____ Phone _____

Name of Contact: _____ Phone _____

Address: _____

Name of person completing application: _____

Position: _____ Date: _____

How did you hear about Feeding America, Kentucky's Heartland?

**FEEDING AMERICA, KENTUCKY'S HEARTLAND
AGENCY AGREEMENT FORM**

Date _____

Agency Name _____

Agency agrees to and will comply with the following criteria of a recipient agency of Feeding America, Kentucky's Heartland (FAKH):

1. Must have a 501C(3) tax exempt status with the Internal Revenue Service (IRS) or be a 501C(3) equivalent (churches). To be valid a copy of the IRS letter or a church qualifier letter (churches see attached requirement) must be attached to this signed agreement.
2. Must 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 re-enter commercial channels.
3. Must be an agency that serves the needy, ill, or infants.
4. Must serve food and/or grocery products directly to its clients in the form of meals or distributed through a charitable food pantry serving the needy, ill or infants.
5. Must have adequate refrigeration and storage space to ensure the wholesomeness of the food until used, and/or redistributed.
6. Must be licensed by the State and/or City as a food service establishment according to the service it provides.
7. A new member pantry must undergo a six-month probationary period with Food Bank product prior to being allowed to distribute USDA commodities (a waiver may be granted by the Exe. Director).
8. Church or organization must be in existence for two years before membership to Feeding America will be considered (organizational waivers may be granted by the Exe. Director).
9. Must be agreeable to monitoring by the food bank representatives.
10. Must be agreeable to supporting the operation of FAKH with shared maintenance of up to .19 cents per pound for product received.
11. Must maintain a file of all FAKH receipts for one year.
12. Must not deny access to donated product on the basis of race, creed, national origin, religious affiliations, sex, sexual preference, age, or handicap.
13. Must agree to abide by all FAKH policy guidelines and procedures for distributing donated product.
14. Agency agrees to safely and properly handle the donated goods, which conforms to all local, State and Federal regulations
15. Agency agrees to adhere to additional donor stipulations
16. Understands that violation of FAKH policy guidelines and procedures may result in the termination of FAKH membership.
17. Understands that either party may terminate this contract in writing at any time after payment of outstanding Shared Maintenance balance by Agency.
18. Must submit an order at least once per quarter to maintain active status with FAKH
19. Agency agrees that it will not engage in discrimination, in the provision of service against a person because of race, color, citizenship, religion, sex, national origin, ancestry, age marital status, disability, sexual orientation including gender identity, unfavorable discharge from the military or status as a protected veteran.

Agency Director's Signature: _____

Signature of Church Pastor/Priest/Minister (churches only): _____

Approved for Membership: _____

Executive Director
Feeding America, Kentucky's Heartland

OTHER APPLICATION SUBMISSION REQUIREMENTS

- 1) Please provide with your membership application a copy of the IRS letter stating that you are in fact a non-profit organization under Section 501C(3) of the U.S. Tax Code.
- 2) A copy of your latest Health Department inspection, if applicable.
- 3) Any brochures or flyers which explain your program (if available).

NOTE: If your agency is an independent church, you may substitute the following for 1) above:

A letter on church stationary or letterhead from the President or CEO of your church that explains how your church meets the following characteristics of a church:

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 distinct religious history.
6. A membership not associated with any (other) church or denomination.
7. A complete organization of ordained ministers ministering to their congregations.
8. Ordained ministers elected after completing prescribed courses of study.
9. A literature of its own.
10. Established places of worship.
11. Regular congregations.
12. Regular religious services.
13. Sunday schools for religious instruction of the young.
14. Schools for the preparation of its ministers.

Please note that the IRS objective in employing this list of characteristics is to screen out what essentially are tax-avoidance schemes. The IRS recognizes, however, that not all legitimate churches will not necessarily meet all 14 criteria (for example, an independent church, which is not part of a larger denomination, may not have a school for preparing ministers, a Friends (Quaker) Meeting won't have a minister, etc.)

Your letter needs to establish that your organization is clearly a church within the spirit of the IRS guidelines.

FOOD RECEIPT AND INSPECTION

The undersigned, authorized agent of _____, hereby assures Feeding America, Kentucky's Heartland that all products received from FAKH will be inspected in a timely and proper manner upon delivery to said organization. If product is found unfit for human consumption, said organization shall notify FAKH immediately for corrective action.

It is further agreed between said non-profit 501C(3) organization, (hereafter referred to as Organization) and FAKH that:

1. All product is received "as is."
2. FAKH and the original donor expressly disclaim any warranties of marketability or fitness for any particular use.
3. There are not, nor are there at any time, any express warranties in relation to donations of product.
4. Said organization releases both the original donor and FAKH from any liability resulting from the use of FAKH product.
5. Said organization agrees to indemnify and hold the original donor, Feeding America and Feeding America, Kentucky's Heartland free from any and all liabilities, damages, losses, claims, and causes of action and suits of law or in equity or any obligation whatsoever arising out of or attributed to any action of said organization or any personnel employed by said organization in connection with its storage and use of donated product.
6. If any product acquired from FAKH is found to be used unlawfully or for any type of profit making endeavor, said organization will be immediately and unconditionally removed from their membership for an indefinite period of time. Further, FAKH is required to notify proper authorities in the event of unlawful use of donated product.

I have read and understood the above rules and regulations as well as the penalties for violations of such. I state that I am an authorized agent of the aforementioned non-profit 501C(3) organization and state that said organization and its agents, employees and volunteers will comply with FAKH policies concerning donated product.

Printed Name

Signature

Date

Policy Guidelines for Distributing Feeding America, Kentucky's Heartland Product

All Feeding America, Kentucky's Heartland (FAKH) Member Agencies must be federally exempt 501C(3) organizations, wholly owned by a 501C(3), 501C(3) equivalent (churches), or have an established 501C(3) Separate Fund.

All personnel of the Member Agency who will come in contact with FAKH products must be made aware of the following guidelines:

1. Agencies (or individuals/families receiving product from agencies) may not sell, barter or trade FAKH product. (Section 170©3, IRS Code).
2. Agencies may not request and/or accept monetary contributions from clients seeking assistance.
3. Agencies will be charged a shared maintenance fee based on pounds of product received from FAKH. The amount of the shared maintenance fee can vary anywhere from 1 to 19 cents/pound. The shared maintenance (or handling) fee is not in exchange for the product received and is not based on the value of the product but is charged to cover administrative, warehousing and other similar costs. According to Section 170(E)(3) of the IRS code, this type of fee may only be charged by one organization to another, but no fee may be charged in connection with the transfer of FAKH products from an organization to the needy, ill, or infants.
4. Agencies (pantries) must use the income guidelines provided on the top of the pantry sign in log when determining client eligibility guidelines for FAKH product. The agency manager may grant exceptions to the income guidelines for special situations. Remember, though, any exceptions made must be consistent, and primary service must still be directed to "the ill, needy, and infants." Non-pantry type agencies (feeding programs) must insure that FAKH product is served primarily to the ill, needy, and infants. (Note that the guidelines for USDA commodity distribution are not as flexible.)
5. FAKH products must be equally available to all eligible "ill, needy or infants" without regard to race, gender, national origin, handicaps or religious preferences. Food recipients may not be required to listen to preaching or profess a certain faith to receive food service, and may not be denied service or unequal treatment on the basis of their religious orientations.
6. Donated product may not be used for fundraising purposes, either as prepared food (dinners or bake sales) or as prizes for contests.
7. An agency (i.e., senior feeding program, day care, etc.) which serves both needy and non-needy clients must ensure that a majority (51 percent or more) of its clients are low-income or from low-income families.
8. Agencies may not pay or thank volunteers with donated product. Doing so is contrary to both tax and labor law.
9. Designated persons within an agency may consume or take home donated product to: (a) become more familiar with them (and be able to advise clients as to their uses); (b) discover new ways in which they can be used; and/or (c) test their fitness for consumption.

10. Staff or volunteers in need must meet the same standards of need as all other persons coming to the agency for assistance, and must follow the same procedures to receive assistance. Emergency situations should be dealt with by designated persons within the agency, and must be handled discreetly to preserve client confidentiality.
11. Agencies may use non-food items (hand soap, toilet paper, cleaning supplies) provided by FAKH for use in agency upkeep or in support of the agency's food distribution program. Use of these items by the agency must be controlled by designated persons within the agency, and must be documented, monitored and periodically evaluated.
12. Agencies may pull donated food items (pastries, tea, coffee, sugar, etc.) from inventory for on-site consumption by agency volunteers in special circumstances. Volunteers who qualify, based on need, may be served a meal using FAKH product. Agency staff (not of low income) may not use FAKH product for regular meals or snacks. Bread and bakery products that are in excess and will spoil may be made available to staff, but only after all needy persons have been served.
13. Agencies may use donated goods as refreshments for business meetings where agency-related business is conducted and refreshments are normally served. Use of product for this purpose should be incidental to its primary use in the care of the ill, needy or infants. However, FAKH does not recommend this practice.
14. Agencies may distribute donated product in disaster situations, where volunteer workers who may not otherwise be ill, needy or infants may consume some product.
15. Agencies may provide services to persons involved in labor disputes if the agency's normal standards of determining need are followed. Need verification tests should go beyond the fact of the person's being temporarily without income from their normal job and a member of a union involved in a dispute. Having a working spouse, receiving strike pay, or working at a temporary job would likely serve as a basis for declaring a client ineligible for food assistance.
16. A 501C(3) agency may designate a non-501C(3) group to act as its agent in distributing donated product obtained from FAKH. However, the 501C(3) agency must be responsible for the product distribution activities of the designated group. Funds used to pay the shared maintenance must come from the 501C(3) agency, not the designated group. All funds received and disbursed in connection with the donated product must go through the fiscal books of the 501C(3) agency.
17. Home-based service programs (such as foster care homes or family-based day care) are excluded from FAKH membership, unless the service is provided under the auspices of a 501C(3) organization.
18. Entities operated directly by a branch of government (local, state or federal) are municipalities, not 501C(3) agencies, and, therefore, are not eligible to receive donated product from FAKH. This includes jails, prisons, schools, or hospitals that are instruments of municipalities.
19. FAKH member agencies may not distribute donated product outside FAKH's service territory, except with special approval from FAKH.
20. Unusable (spoiled) donations of FAKH food may be distributed to a non-501C(3) party for use as animal food. There must be a written agreement between the animal feeder and the agency in which it is clear that the donated product will only be used as animal feed and will not be sold, transferred or bartered for money, property or other services. FAKH can provide details as to the content of the agreement upon request.

STATEMENT ON PRODUCT ABUSE

This is an EXTREMELY IMPORTANT matter.

Please share this notice with all who come into contact with FAKH products.

All products that come to your agency from FAKH are under the jurisdiction of the U.S. Internal Revenue Service, and are federal property. **They were donated for charitable use under the provisions of Section 170(e)(3) of the IRS Code. Under this Code, your only lawful use of such products is to provide them** absolutely free of charge to the ill, the needy and/or infants **in full compliance with your agreement with FAKH. This means:**

1. **You MAY NOT** sell, trade, or barter the goods to earn money or goods for your agency.
2. **You MAY NOT** take any goods for your personal use unless you meet the eligibility requirements to receive the products.
3. **You MAY NOT** pay yourself or volunteers with FAKH products.
4. **You MAY NOT** give them to ANYONE except those who you believe to be “ill, needy, and/or infants.” Church suppers, social events, bake sales, fund raisers and other congregational activities are not acceptable uses of FAKH products.

FAKH programs are provided for the benefit of the member agencies and the people they serve. We must rely on our member agencies to ensure that products are served only to those whom food banking is intended to benefit. Any abuse of FAKH products will result in immediate and unconditional expulsion from the program.

We emphasize this because FAKH products may tempt otherwise honest, law-abiding people to break the law. DON'T DO IT! Penalties for misappropriating donated products are severe. Convicted offenders face up to 20 years in prison and fines of up to \$20,000.

I have read and understand the above policy guidelines.

Agency Director

Date

Feeding America, Kentucky's Heartland

Monitoring/Inspections

And Probation and/or Suspension Policy

Feeding America, Kentucky's Heartland (FAKH) will conduct an on-site visit of each Member Agency prior to membership approval. Once approved, each Member Agency may be monitored on or after its six-month anniversary, and again on or after its twelve-month anniversary, at the discretion of the FAKH Agency Relations Coordinator and/or Executive Director. Following the first year, each Member Agency will be monitored bi-annually. However, FAKH, at its own discretion, reserves the right to monitor each or any Member Agency more frequently. Monitoring may be done on an announced or unannounced basis by on-site visits and/or oral or written communication. As part of the monitoring process, FAKH also reserves the right to use anonymous monitors and/or call recent visitors to the Member's pantry. The following violations will require correction action to be taken by FAKH: The level of corrective action depends on the severity of the offense and may range from verbal notice and follow-up to suspension/termination.

Violations

1. Exchanging donated food or other product for money, property or services.
2. Using donated food or other products in a manner that is not related to the exempt purposes of the Member Agency, (i.e., church functions, fundraisers, etc).
3. Distributing/issuing product to another organization (501C3 or not) without proper authority from FAKH.
4. Inadequate screening of clients for need.
5. Delinquent payment of shared maintenance contributions.
6. Donated food or other products are improperly stored, refrigerated or transported.
7. Donated food or other product is improperly stockpiled.
8. Member agency is in violation of any state or local statute, ordinance, code or regulation.
9. Member agency otherwise violated the Basic Agreement between itself and FAKH, including amended guidelines/policies promulgated by the FAKH Executive Director or Board of Directors.

Levels of Corrective Action

Verbal Notice: Depending on the severity of the offense, the Member Agency may be verbally notified of a discrepancy and/or violation and given the opportunity to immediately correct the situation. If the situation is corrected no further action will be required.

Written Notice: For a more substantive violation, the Member Agency may be notified in writing by the Agency Relations Coordinator and required to respond in writing to the same when corrective action has been taken. A follow-up monitoring may be required.

Probation: For a more serious violation and/or failure to correct a violation with a verbal and/or written notice, a Member Agency may be placed on probation for a period not to exceed six months. Notification of probation must be in writing. The Executive Director has the authority to place member agencies on probation.

The purpose of the probationary period is to place a Member Agency on notice that it must bring its program into compliance or be suspended. The Executive Director has the authority to extend the probationary period or to recommend suspension of the Member Agency. A Member Agency's probationary status terminates when one of the following occurs:

1. The Member Agency satisfies the Executive Director that the violation has been rectified; or
2. The Member Agency has been suspended by the Board of Directors.

Suspension: A Member Agency may be suspended, without first being placed on probation, if found in violation of #1 above. Depending on the severity, all other violations will normally be preceded by a probationary period for the violation(s) in question. Only the Board of Directors has the authority to suspend Member Agencies. The Executive

Director may request a suspension by notifying the Board of Directors in writing and may place a Member Agency on product hold pending the decision by the Board of Directors. During their deliberations, the Board of Directors will provide the Member Agency the opportunity to provide input prior to the suspension decision either personally or in writing. A first suspension shall not exceed one year. Upon suspension, an agency loses all rights and privileges of a Member Agency as well as its status as such. At the end of the suspension period, an agency may re-apply to become a Member Agency of FAKH. If a second suspension becomes necessary, the agency will be permanently terminated.

I have read and understand the above policy.

Agency Director

Date