

Partner Agency Application Packet

At The Food Bank of South Jersey, we believe that no one should go hungry. Every day, we provide food to our partner agencies across Burlington, Camden, Gloucester and Salem Counties. We are thrilled that you are interested in joining us to help those that are less fortunate in our communities.

Enclosed is an application packet that will guide you through the steps necessary to become a partner agency. I encourage you to read through the application packet carefully to help you determine if your organization meets the requirements to become a partner agency.

Once we've received your application packet and reviewed it, I will contact you to discuss the next steps. Please note that submitting an application does not guarantee that you'll become a partner agency. We will consider your location, hours of service, and any activities unique to your program and how it will complement services provided by our existing partners.

Please feel free to contact me directly with you have any questions or concerns. We look forward to working with you in the future.

Respectfully,

Marie Robles, Senior Manager of Customer Relations Phone: 856-662-4884 ext. 115/Cell: 856-425-4151 Fax: 856-662-4489 mrobles@foodbanksj.org

About the Food Bank of South Jersey

What we do

The Food Bank of South Jersey (FBSJ) is a nonprofit, 501(c) (3) organization dedicated to salvaging potentially wasted food and redirecting that same food into channels to feed the hungry.

We serve more than 200 member feeding organizations throughout Burlington, Camden, Gloucester and Salem counties.

The FBSJ was founded in 1985 by a group of 25 nonprofit feeding organizations and the FEED Consortium, established by the Community Policy & Advocacy Council (CPAC).

The founding group saw the need for a central clearinghouse for food donations and distributions. Providing emergency food on the scale that was needed and required a fully operational warehouse with dry, cool and frozen storage so that surplus and donated food could be efficiently and economically collected and stored. The FBSJ's centralized solicitation, storage, and distribution of food allows member agencies to focus their efforts and resources on direct service to the community while providing them with increased access to a variety of nutritious food products.

Solicitation, collection, and distribution of food throughout the year is done through a powerful network of united forces including members, individuals, corporations, and an affiliation with Feeding America – the Nation's Food Bank Network.

Core Values

<u>**Respect**</u> - We respect the inherent worth and dignity of every person and treat all with justice, equity and compassion. We honor the lives, concerns and stories of people in need and expect our partners to do the same. We accept one another and encourage diversity of thoughts and ideas.

<u>Stewardship and Accountability</u> -We keep faith with the public trust through the efficient and compassionate use of resources entrusted to us and are mindful that our mission is accomplished through the generosity of others. We maintain and communicate accurate and timely information on hunger research, education, advocacy and service. We evaluate and account regularly for how resources are used to implement and achieve our mission.

<u>Collaboration</u> - We believe in the power of the community. We collaborate and build strong relationships, based on trust with and among those who share our vision of creating a hunger-free South Jersey.

<u>Urgency</u>- We operate with an acute sense of urgency that reflects the immediate needs of hungry people. We challenge our employees, volunteers and partners to embrace the same urgency to accomplish our shared vision.

<u>Service</u> - We believe service is fundamental to creating a hunger-free South Jersey. We serve with excellence, compassion and responsiveness to meet the needs of those with whom we work, internally and externally. The better we serve the more people we bring together in commitment to our vision

<u>Integrity</u> - We act with honesty, trust and openness and deliver on commitments. We act within the spirit of agreements, contracts and the law. Our intentions and actions will be transparent and above reproach.

<u>Diversity</u> - We believe that the ethnic, cultural and social diversity of our nation should be reflected in our staff, Board and in all our external relationships, to better understand and resonate with our community.

PRE-APPLICATION CHECKLIST

The Food Bank of South Jersey partner agencies are 501(c)3 non-profit organizations or churches that are incorporated for the purpose of serving the ill, needy, or infant, provide direct service to the hungry, and do not redistribute product to any other entity. <u>The pre-application checklist indicates our minimum</u> requirements. If you do not or cannot meet these requirements, you will not be considered a candidate for membership as a partner agency.

In some cases, The Food Bank of South Jersey may be able to work with an applying agency to meet a requirement they have not fulfilled.

- The Director and Pastor of the food program must sign the enclosed Agreement Contract & release Waiver
- Organization must be a 501(c)3 non-profit organization or a church located in Burlington, Camden, Gloucester or Salem County
- FBSJ product will only be utilized as related to agency's purpose of serving the ill, needy or children, and will not be used within the agency or to feed staff or volunteers
- Facility includes secure and adequate physical storage/preparation/distribution space that is not located in a personal residence
- Operate regularly scheduled hours and are open at least once a month a minimum of 4 hours each month
- Have staff and/or volunteers who will be accountable for record keeping, inventory control, and keep track of individuals served through our Oasis database, our Online Client Management System (We will provide training)
- Willing to adhere to food safety guidelines and to complete food safety training on an annual basis along with other mandated trainings
- Ensure clients receive food free of charge with absolutely no conditions levied, implied, or exchanged
- List of authorized shoppers for your food program
- Pass a site inspection prior to membership and allow for appropriate on-going monitoring by The Food Bank of South Jersey representatives or volunteers
- Agree to provide food at least once a month to the community
- Application may be placed on a waiting list if there isn't any openings available at the moment



BENEFITS OF PARTNERSHIP

Becoming a Partner Agency of the Food Bank of South Jersey offers many benefits:

- We are a partner to help you accomplish your mission of feeding the hungry
- We offer a wide variety of food and household products in one place
- You can use free pick-up or low cost delivery
- You can easily order products online
- Receive product for a small shared maintenance fee of .18 cents per pound
- You are a member of a network helping reduce hunger in South Jersey
- You help us distribute more food to more people. We need you!

SITE VISITS

The Food Bank of South Jersey and Feeding America require that before an agency can be approved for partnership, it must pass a site inspection. A site will be re-inspected after their first six months in operation and then the site will be inspected every other year.

WHAT DO WE LOOK FOR IN A SITE VISIT?

- Clean storage areas
- Food and non-food household items are stored in separate areas
- All food is stored 4 inches off the floor, and 2 inches from the wall
- Food rotation practice of "First In, First Out" for food distribution
- A working thermometer in all units and consistent use of temperature logs (32°F – 40°F degrees for a refrigerator and 0°F (zero) degrees and below for freezer)

DOCUMENTS TO ATTACH TO APPLICATION

The following is a checklist to determine whether you should proceed with the application process. You should be able to check all of the boxes below.

\$25.00 Non-refundable application fee paid with a check from the 501(3) (3) non-profit/church or sponsoring organization, made payable to Food Bank of South Jersey. Note: This does not determine membership

- Application for Partnership
- Agency Agreement
- Partner Agency Account Information
- Copy of IRS/US Dept. of Treasury letter of Determinations
- (which states your 501(c)(3) tax exempt status)
- List of Board of Directors/Governing Board
- Letter of Affiliation, if your agency is sponsored by a 501(c)(3) organization or church
- Health Department Inspection Report if you are a meal site

IF YOU ARE A CHURCH SUBMIT EITHER

Copy of IRS/US Dept. of Treasury letter of Determination or a letter from denominational headquarters stating that the church applying for partnership is a church in good standing in the denomination and has not been denied 501(c)(3) status,

OR:

Complete the attached 14-point IRS Church Qualifier Form, and

Letter of confirmation on church letterhead, as per attached example

APPLICATION FOR PARTNERSHIP

AGENCY INFORMATION
Name of Organization - 501 (c)(3):
Food Program Name (if different)
Billing Address
Physical Address
City/State, Zip, County
Phone:
Website

CONTACT INFORMATION

Primary Contact Person	Primary	Contact	Person
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Title/Role with Agency:

Personal Email:

Cell phone:

Agency Director/ Pastor:

Email:

Cell Phone:

HOURS OF OPERATION (please include hours of service if different)		
Sunday: Monday:	Do you have any specific requirements for individuals who will be using your services (i.e. must live in X County or zip code?)	
Tuesday: Wednesday:	Please specify your operation hours for the food program applying for membership. If it's Wednesday's	
Thursday:	indicate if it's the 1^{st} , 2^{nd} or 3^{rd} Wednesday of the month.	
Friday: Saturday:		

PROGRAM INFORMATION		
Type of Agency: Pantry (emergency bags) Meal Provider (day care, shelter, soup kitchen		
Does your agency have non-profit status? Yes No		
Federal IRS Tax Exempt Number 501(c)3 <i>Please attach a copy of your IRS Tax Exempt Designation Letter</i>		
Date program was established:		
SERVICES		
Please describe the type of services provided by your agency/program. Please include all services, even those that are not food related		
Please explain how food from Food Bank of South Jersey will be utilized:		
Does your agency provide meals on your premises? Yes No		
If YES, how often? Daily Weekly Monthly Other		
Number of people served at each meal: Breakfast Lunch Dinner Snacks		
Does your agency have a sanitary inspection certificate? Yes No		
Does your agency distribute food for emergency assistance to individuals or families? YES NO		
If yes, what types of food are distributed?		
Canned GoodsDry Goods (cereal, pasta, etc.)Perishables (dairy, produce, etc.)Meat (fresh, frozen)Frozen Goods		
What is the average number of families served each month?		
How many days of food for each person do you provide?		
How many individuals and/or families would you like to serve each month?		
What percentage of your clients are low income?		
What kind of document do you require for proof of need? Will your organization be available for deliveries to homebound clients?		
Yes No If yes, provide days & hours of service:		

What other services will your food program provice to the clients?
How will the community be aware of the exisitence of your food program?
Are you afiliated with a Food Bank, besides Food Bank of South Jersey?
Yes No If yes, which one?

FOOD STORAGE

What type of storage space do you have available?
Do you have any other storage locations?
Refrigeration: #of units:
Freezer: #of units:
Dry space available? Explain:

FUNDING
Is your food program funded? Yes No
If yes, please explain:
Is your organization reimbursed by local or federal government for services for clients?
Yes No
What percentage of food will be from the Food Bank of South Jersey?

AUTHORIZED SIGNATURE

By signing below, you confirm that the information provided is true and accurate.

Food Program Contact Name:

Agency Director/ Pastor:

Submission of an application does not guarantee a partnership. The Food Bank of South Jersey reserves the right to accept partners that best fits our geographic and programmatic need.

Signature:

Date:

Policy & Procedures

Legal Responsibilities

- Recipient Customer has received IRS approval of its status as a not-for-profit, tax-exempt organization under IRS code 501(c) (3) or is under a church or umbrella of a national church entity.
- Recipient Customer will use the donated items only to feed the needy, ill, or infants within the five boroughs of the Food Bank of South Jersey.
- Recipients Customer will not discriminate in the provision of services on basis of race, creed, religion, color, gender, sexual orientation, disability, marital status, veteran status, national origin, age, pregnancy, political beliefs, or any other characteristic protected by law.

Safe Food Handling

- Recipient Customer will comply with all laws and ordinances concerning the storage, preparation and distribution of food and other products. Additionally, all food/products must be stored on site of the customer's legal address, not a personal residence.
- Recipient Customer accepts all donated items from the Food Bank of South Jersey in an "as is" condition, and accepts sole responsibility for the safety and fitness for human consumption of all items accepted from the FBSJ.
- Recipient Customer, utilizing training personnel as specified above, will inspect all donated items and accept only such items that its employees or volunteers determine to be safe for human consumption.
- Recipient Customer will distribute or serve food as described in its original application and will notify FBSJ of any significant changes.
- Recipients Customer will distribute or serve food products to eligible clients as soon as possible, to ensure maximum palatability and freshness.

Administrative

- Recipient Customer must keep all FBSJ donation receipts (invoices, statements etc. on file for one year.
- Recipient Customer must agree to be monitored every two years by the FBSJ staff and to periodic unannounced visits as deemed necessary during the agency stated hours of operation.
- Recipient Customer must attend two mandatory meetings a year.

Indemnification

- Recipient Customer understands that neither the FBSJ nor the primary donor make any warranties or representations as to the purity, quality, or fitness for consumption of any and all items accepted by the Recipient Customer.
- Recipient Customer hereby warrants that it will hold FBSJ, its employees, Board of Directors and primary donors, harmless for any all claims, lawsuits and damages involving liability arising out of or in connection with, the acceptance and/or distribution of items.
- Recipient Customer will notify FBSJ whenever it receives notice of any claim of liability with respect to the food/product.
- Recipient Customer will not offer any of the items it receives from the Food Bank of South Jersey for sale or barter in exchange for money, services or property. <u>This will call for</u> <u>immediate removal of membership with the FBSJ.</u>

PARTNER AGENCY ACCOUNT POLICY

Our **Agency Agreement**, signed by the Programs Director when the Food Bank of South Jersey account is opened, states that the agency agrees to pay all account balances within 30 days of the invoice date. In order to help all of our partner agencies assist the most people, we must insist on compliance with this policy.

When an agency's balance reaches the 30<u>-day old</u> mark, a friendly reminder is sent to help you keep your account current. All payment invoices have payment terms of Net 30 which means they should be paid within 30 days of receipt.

If the unpaid account balance reaches the <u>45 to 59-day-old</u> mark, agencies will be blocked. Blocked means that the agency is not able to receive any food from the Food Bank of South Jersey until an agency representative responds with a payment. After payment is made, the agency may return to the regular billing process as long as the account remains current each month.

If an unpaid balance reaches the <u>60-day-old</u> mark, agencies are made inactive and may be terminated unless the account is brought current immediately.

All new agency accounts are put on probationary status for prompt and full payment for three months to establish a payment history.

(Signature) Executive Director or Pastor

(Date)

(Print Name)

Sample Affiliation Letter from Sponsoring Organization on Organization Letterhead

Date

Re: Letter of Affiliation

This letter is to affirm that **[ABC organization/church]** operates as a 501(c)(3) not-for-profit organization and is the direct sponsor of **[XYZ Food Pantry/Feeding Site]**. **[XYZ Food Pantry/Feeding Site]** is in good standing with our organization and their food program feeds the ill, needy or infants.

[ABC organization/church] will be fiscally, programmatically and legally responsible for oversight of [XYZ Food Pantry/Feeding Site.]

Attached is a copy of our IRS/US Dept. of Treasury letter of Determination.

If the Sponsor is a Church:

• Copy of IRS/US Dept. of Treasury letter of Determination or a letter from denominational headquarters stating that the church applying for partnership is a church in good standing in the denomination and has not been denied 501(c)(3) status.

IRS CHURCH QUALIFIER FORM

The Internal Revenue Service uses 14 characteristics to determine whether an organization qualifies as a church.

All applicants applying as a church should provide a letter from the church on its letterhead. It should be signed by its chief executive officer affirming that the organization is, in fact, a church and essentially meets the spirit of the 14 criteria employed by the IRS in defining a church.

Please attach examples that demonstrate the 14 point criteria. Demonstration of 10 criteria is required, the first 6 are mandatory.

MANDATORY CRITERIA	POSSIBLE SOURCES FOR DOCUMENTATION	DOCUMENTATION ATTACHED
A distinct legal existence	Articles of Incorporation filed with the state and/or Letter from IRS showing Employer ID number	
A recognized creed and form of worship	Articles of Incorporation, By Laws, Church Bulletin	
A definite and distinct ecclesiastical government	Articles of Incorporation, By Laws, or Organization Chart with titles and positions	
Established places of worship	Church bulletin, Newsletter	
Regular congregations	Church bulletin, Newsletter	
Regular religious services	Church bulletin, Newsletter	
SELECTED CRITERA (choose 4)	POSSIBLE SOURCES FOR DOCUMENTATION	DOCUMENTATION ATTACHED
A formal code of doctrine and discipline	Articles of Incorporation, By Laws	
A membership not associated with any other church or denomination	Statement of mission, objectives and goals of the church signed by the pastor and three others	
A distinct religious history	A brief written history	
A complete organization of ordained ministers ministering to their congregations	Church bulletin or other published document listing the ministers or copy of ordination certificates.	
Ordained ministers elected after completing prescribed courses of study	Copy of Ordination and diploma	
A literature of its own	Newsletter or Sunday morning program	
Sunday schools for religious instruction of the young	Church bulletin, Newsletter	
Schools for the preparation of its ministers	Copy of diploma with school name or list of school names	

As a duly authorized officer of ______ (church name), I certify that this organization meets the requirements indicated for identification as a church and has not applied to the IRS for 501(c)(3) status and been denied, or has not had its 501(c)(3) status revoked by the IRS.

(Signature) Executive Director, Pastor, Etc.

(Date)

Sample Confirmation Letter on Church Letterhead to accompany 14-Pt. Checklist

Date

Potential Agency Ministries 1501 John Tipton Blvd. Pennsauken NJ 08110

Dear Food Bank of South Jersey:

I, Jane/John Doe, am the Pastor and Chief Executive Officer of *Potential Agency Ministries*. I am writing to affirm that *Potential Agency Ministries* is in fact a church, defined by the IRS as a 501(c)(3) equivalent (Pub. 557). Furthermore, Potential Agency Ministries complies with the spirit of the 14-point criteria employed by the IRS in defining a Church.

Potential Agency Ministries is incorporated under the laws of the State of New Jersey as a non-profit organization. Our articles of incorporation (copy attached) list our creed and form of worship. We are non-denominational and not affiliated with any other denomination and we have a distinct ecclesiastical form of government. We have met as a church continuously for the past 5 years, conducting regular worship and instruction at a regular place of worship. We have various Sunday school classes and our pastor is an ordained minister.

Sincerely,

Jane/John Doe Executive Director, Pastor, Etc.

Enclosures: Articles of Incorporation Copy of Pastor's Certificates of Ordination Bylaws Brochure\Informative Documents



Food Bank of South Jersey, Inc. Agency Agreement Contract & Release Waiver

The return of this signed document certifies that the below listed agency has read the Membership manual and agrees to the terms, rules and regulations.

I,	, from
This document is an agreement made between	located
at	_ and the Food Bank of South Jersey, Inc.
located at 1501 John Tipton Blvd., Pennsauken, 1	NJ 08110.

The Agency agrees to all of the following terms and conditions of this agreement:

- 1. **Requirements:** The Agency agrees to abide by the policies, procedures and record keeping requirements of the Food Bank of South Jersey, Inc.
- 2. **IRS Eligibility Requirements:** The Agency agrees that it meets the IRS eligibility requirements for receipt, transfer and use of donated products (food and non-food) under section 170(e) (3).
- 3. **501(c) (3) or "Church"/Religious Organization:** The Agency agrees that it is incorporated as a 501(c) (3) Non-Profit corporation or a Church as defined by the IRS and meets all of the criteria below for each type of eligible organization.

Please check the type of organization that your organization currently falls:

- □ 501(c)(3) Non-Profit Corporation
- □ Church

3A. The agency agrees that it is incorporated to serve the ill, needy and/or infants.

3B. The agency agrees that it will distribute product obtained from the Food Bank of South Jersey, Inc. free of charge (monetary, volunteer hours, services or otherwise).

3C. The agency agrees that it will only distribute donated products to recipients who qualify as ill, needy and/or infant as defined in the IRS code section 170(e) 3. The agency also agrees that it will not distribute donated products to people who do not qualify to receive the products as defined in the IRS code.

3D. The agency agrees that it will not sell or use products received from the Food Bank of South Jersey, Inc. in exchange for money, other property or services, including using donated products for the purpose of fundraising programs and events. The agency also agrees that it will comply with the restrictions on the use and transfer of donated property, as described in IRS Tax code section 170(e) 3 and any amendments to the code. Must **NOT** sell food, exchange food for service, use food for the purpose of a raffle, or ask for a donation of any kind. (Failure to ignore this will result in three month suspension for the first offence. Second offence your organization will be permanently closed.)

3E. Must notify the Food Bank in writing when program changes locations, director, type or size of food program.

3E. The agency agrees that it will not barter, sell or use for fundraising purposes any donated products obtained from the Food Bank of South Jersey, Inc.

- 4. **Record Keeping:** The agency agrees that it will maintain adequate records for three (3) years and accurately reflect the total amount of product received and distributed. The agency also agrees to outline its procedure for determining that the final recipient of the product is ill, needy or infant.
- 5. Availability of Records: The agency agrees to make its record used to track the receipt and distribution of products obtained from the Food Bank of South Jersey, Inc. with or without notice.
- 6. **Storage and Handling of Product:** The agency agrees that it will store, handle, and distribute products consistent with the Federal Food, Drug and Cosmetic Act and any other regulations that follow.
- 7. **Food Safety:** The agency agrees that at least one staff person is or shortly will be trained in food safety from a food safety training course approved by the Food Bank of South

Jersey, Inc. Approved trainings are: ServSafe Certification, National Restaurant Association Certification, Food Safety Trainings provided by county Board of Health and/or Rutgers Cooperative Extensions. The agency also agrees that if it utilizes food from the Food Bank of South Jersey, Inc. to prepare meals that their key food service program provider and facility meet local commercial food safety requirements.

- 8. Donor Stipulations: The Agency agrees to adhere to additional donor stipulations.
- 9. **"As Is" Condition:** The Agency agrees that it will accept all products received from the Food Bank of South Jersey, Inc. in "as is" condition.
- 10. Shared Maintenance: Transportation and Value Added Processing Fees: The Agency agrees to pay any applicable shared maintenance and/or handling fees (value added processing, delivery charges, transportation fees) for the products received from the Food Bank of South Jersey, Inc.
- 11. **Purchased Product:** The agency agrees that if it chooses to purchase non-donated product from the Food Bank of South Jersey, Inc. then it may pay extra charges and costs associated with that product.
- 12. **Discrimination:** The 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, and marital status, and disability, sexual orientation including gender identity, unfavorable discharge from the military or status as a protected veteran. Agency may not use food in a manner that would promote a particular creed, faith, or political organizations, or solicit members for such an organization. The feeding program does not have as its primary purpose the advancement of a particular religion.
- 13. On-Site Inspections: The agency agrees to allow representatives of the Food Bank of South Jersey, Inc. donors and governments agencies to inspect and audit all facilities and vehicles used to receive, store and distribute product received with or without notice.
- 14. Authorized Agent: The agency agrees to assign authorized agency representatives (shoppers) to order, pick up and/or sign for product from the Food Bank of South Jersey, Inc. and notify the Food bank in writing when changes to the listing of authorized representative's changes.

15. Liability Release: The	located at
	hereby

affirm that the original donor, the Food Bank of South Jersey, Inc., and Feeding America:

Initial each box.

- □ Are released by the Agency from any liabilities resulting from the donated goods.
- □ Are held harmless from any claims or obligations in regard to the Agency or the donated goods.
- \Box Offer no express warranties in relation to the gift of goods.
- 16. Active/Inactive Agency Designation: The agency agrees that it will obtain products from the Food Bank of South Jersey, Inc. at least every three months (90 days) and be open for a minimum of 4 hours every month (30 days) to be deemed and active agency. If the agency becomes inactive, then the agency will not be allowed to obtain products from the Food Bank of South Jersey, Inc. until the agency has completed the application process again and reinstated as an active agency.
- 17. **Termination of Agency Agreement:** The Agency or the Food Bank of South Jersey, Inc. can terminate this agreement, with or without cause, at any time in writing.
- 18. **Multiple Locations**: The agency agrees that it will only receive and store product from the Food Bank of South Jersey, Inc at multiple locations if:
 - □ All locations individually meet the requirements of this agreement
 - □ All location have been inspected and approved by the Food Bank of South Jersey, Inc. prior to receiving food.
 - Must be sure all products received from the Food Bank of South Jersey are stored at the location noted on the application. FOOD CAN NOT BE STORED IN A PRIVATE HOME. If food is stored in a private home we will cancel your membership with the FBSJ.
 - Must NOT share with other programs without written permission from the Food Bank of South Jersey.
- 19. The Agency will be required to identify itself as a member of the Food Bank of South Jersey, using the phrase "a Member of Food Bank of South Jersey" and/or the Food Bank of South Jersey logo on pertinent materials, e.g. annual reports, newsletters, promotional brochures, e-blasts, and websites. The Food Bank of South Jersey shall provide each Agency with one display sign that must be visible at all times during food

distribution. An electronic version of the logo will also be provided to be used on all collateral materials.

- 20. Food Bank of South Jersey Handbook: The agency agrees that it has received and will abide by the rules, regulations and guidelines at all times set forth by the Food Bank of South Jersey, Inc.
- 21. The below signed agency recognized that membership is a privilege, that membership can and will be revoked should any information contained within this application be found untrue, that membership can and will be revoked should any terms of this or any other agreement be violated.

The Agency's authorized representative's signature below confirms that the Agency is accepting and agrees to abide by all terms of this agreement.

Agency Pastor/Director Signature:	
(Must be signed by the highest authority in the organization)	Date
Print name of representative who signed this agreement	
Agency Food Coordinator Signature:	
(Must be signed by the person responsible for food program)	Date
Print name of representative	
Senior Manager of Customer Relations:	
	Date

Print name of Food Bank Representative