

FOOD BANK OF WNY MEMBER AGENCY APPLICATION

7/1/18 -6/30/20

FOOD BANK OF WESTERN NEW YORK

MISSION STATEMENT

...OBTAIN NUTRITIOUS FOOD AND SUPPORT FROM PUBLIC AND PRIVATE SOURCES AND EFFICIENTLY DISTRIBUTE THESE RESOURCES TO THE HUNGRY IN WESTERN NEW YORK THROUGH OUR MEMBER AGENCIES.

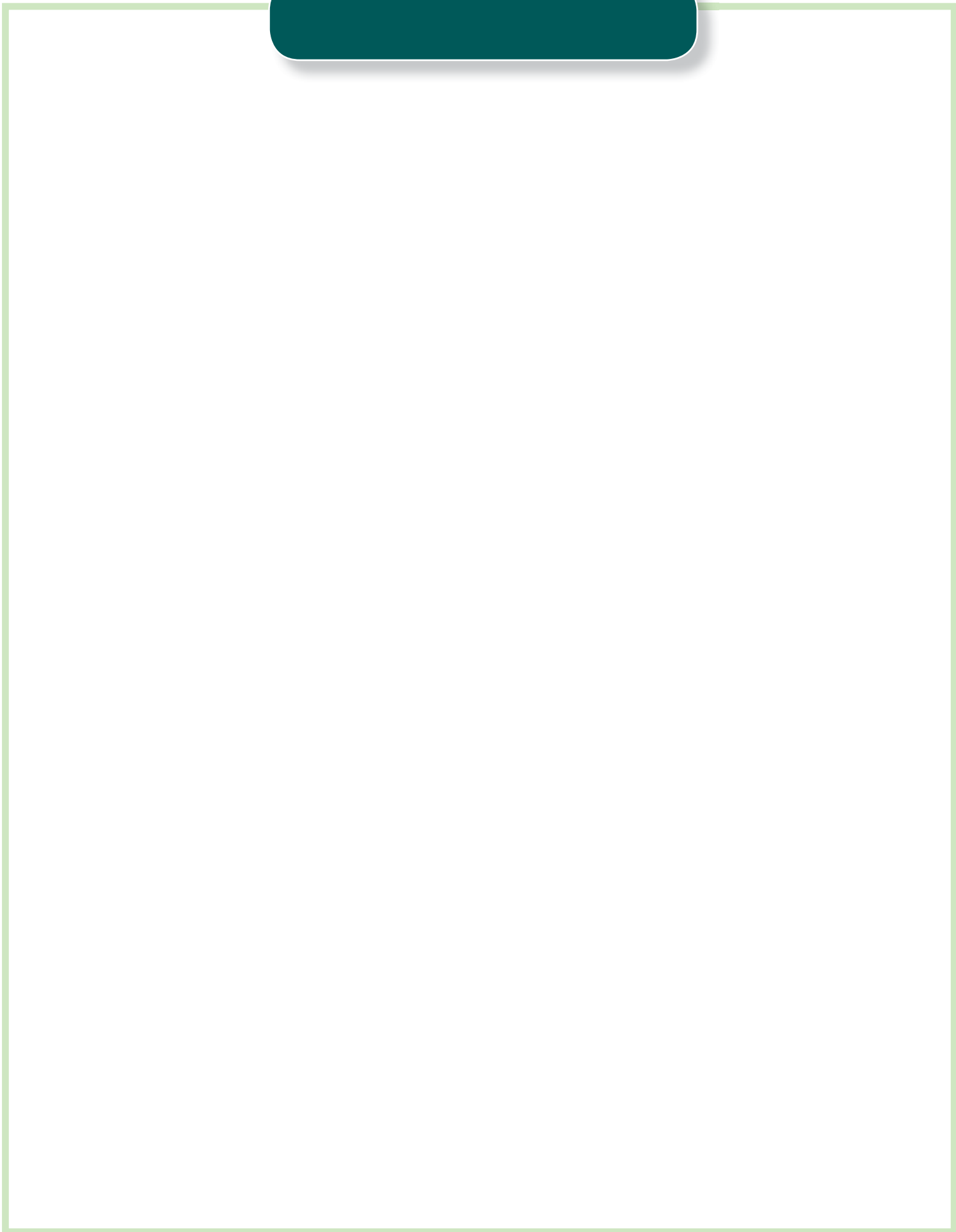
VISION

...RESPECTFULLY PROVIDE FOOD, TRAINING, EDUCATION AND HUNGER ADVOCACY FOR OUR MEMBER AGENCIES AND THEIR CLIENTS.



**Food Bank
of WNY**

Serving Cattaraugus, Chautauqua,
Erie and Niagara Counties



THANKS FOR YOUR
INTEREST IN BECOMING
A MEMBER AGENCY.

Welcome

Thank you for your interest in becoming a member of the Food Bank of WNY. The following is the member agency agreement and application. Should you have any questions regarding filling out this form, please contact me (Kelly Burke) in the Agency Services Department at 935-6679 or kburke@foodbankwny.org.

Upon receipt of this application we will review it and contact you regarding the status of your request. We will then schedule a time to do an inspection at your site. A key staff person will be required to attend both an orientation and food safety training. More information is provided regarding this in the following pages and our agency manuals. We would be glad to guide you through the process to make it as simple as possible, so don't hesitate to ask questions.

Your agency is more than welcome to attend the orientation even if you are just in the information-gathering stage (call me to register at 716-935-6679). This may help you better present your program idea to your board.

I look forward to hearing from you soon!

Sincerely,
Kelly A. Burke
Agency Services Compliance Coordinator

Agency applications and required documentation can be submitted to:

**Food Bank of WNY
Attn.: Kelly Burke
91 Holt Street
Buffalo, NY 14206**

ELIGIBILITY AND CRITERIA FOR MEMBERSHIP

Member Agency Agreement

This Member Agency Agreement (this “Agreement”) is made as of July 1, 2018 by and between Food Bank of Western New York, Inc., a nonprofit organization with offices located at 91 Holt St. Buffalo NY 14206 (“Food Bank of WNY”) and your agency.

Terms of Agreement

WHEREAS, Food Bank of WNY distributes various donated grant, purchased food and non-food items and/or products (collectively, “Products”) to member agencies throughout Erie, Niagara, Chautauqua and Cattaraugus counties; and

WHEREAS, the Agency has requested that the Food Bank of WNY deliver such food items and other products to Agency and has agreed to comply with Food Bank of WNY’s guidelines for such distribution.

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound hereby, the parties hereto agree as follows:

1. **Term:** This Agreement will be in effect from July 1, 2018 through June 30, 2020. The Agency agrees to fulfill all of the terms and conditions of this Agreement. If any of the terms or conditions of this Agreement is intentionally and/or repeatedly violated, the Food Bank of WNY has the right, without further investigation or notice to Agency, to stop distributing product(s) to Agency until the violations have been fully corrected in the sole discretion of the Food Bank of WNY.

2. **General Terms:**

The Agency agrees to abide by the policies and procedures as listed in the Agency Application including, but not limited to, compliance with all record-keeping requirements of the Food Bank of WNY and related grants.

ELIGIBILITY AND CRITERIA FOR MEMBERSHIP

- (b) The Agency is required to submit monthly reports on a timely basis. The Agency understands and agrees that monthly reporting is a requirement of Food Bank of WNY, and that monthly reports are due by the 7th day of each month. Food Bank requires reports to be submitted electronically. If report is not received, Agency will be unable to submit an order through the online ordering system. Once the report is submitted and entered in the Food Bank of WNY data base, the Agency will then be able to place an order for delivery.
- (c) The Agency agrees to order food in accordance with the anticipated clients it supports and at least once per month. The minimum poundage per order is 400 pounds. If the order is less than 400 pounds, the order will be automatically canceled and removed during the review process and Agency will be notified via e-mail.
- (d) The Agency agrees to have staff representation at Food Bank of WNY's Annual County Meeting within their designated county. If necessary, the Agency may assign an Agency representative to attend an Annual County meeting outside their designated county.
- (e) The Agency agrees to have staff in attendance at Food Bank of WNY's Annual Agency Seminar. This event is designed to enable Agency Coordinators to acquire relevant information to enhance food procurement and distribution activities as detailed within the Agreement.

3. IRS Eligibility Requirements:

- (a) The Agency represent that it is incorporated as a New York nonprofit organization, and that it has been recognized by the Internal Revenue Service as a Tax Exempt Entity, as defined in IRS Code Section 501(c)(3), or other relevant section of the IRS Code. The Agency further represents that it meets and will maintain compliance with IRS eligibility requirements for the receipt, storage, transfer, and use of donated products (food and non-food) under section 170(e) (3) of the Internal Revenue Code, (the "IRS Code"), as attached as Exhibit A.
- (b) The Agency agrees to provide the following documentation and submit such documentation with its execution of this Agreement:
 - (i) The first page(s) of the current IRS 990 Form (summary page with Part I: Summary and Part 2: Signature Block), submitted to the IRS within twelve (12) months of the date of filing with the IRS. This form will verify the Agency is not a private foundation. The Corporation or Entity name should match the name of the Agency and is known by within the community.
 - (ii) If the Agency name does not match the name within the 501(c)(3) and/or 990, the Agency will submit official and verifiable documentation outlining the Agency's relationship with the entity that has received 501(c)(3) or other appropriate recognition from the IRS. Such documentation must be on entity letterhead to which the IRS recognition belongs and must be signed by a current executive or board member of the Agency who has the authority to initiate legally binding commitments on behalf of the entity.

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4. Distribution without Charge: The Agency agrees to distribute all Products received from the Food Bank of WNY, free of charge. Examples of grant-funded Products include but are not limited to the United States of Department of Agriculture (USDA), and New York State Department of Health Hunger Prevention Nutrition Assistance Program (HPNAP). The Agency is forbidden from distributing any Products as a token of appreciation to volunteers or staff for their efforts. The Agency will not require clients to volunteer, participate in religious prayer, ceremony, education or consultation as a condition of receiving services or in exchange for Products.

5. Recipients of Distributed Products: The Agency agrees to distribute Products to recipients who qualify as ill, needy, senior and/or child (minor children 0-17 years old) as defined by IRS code section 170(e)(3). Under no circumstances are social security numbers to be utilized or asked for as this is not a requirement and must not be recorded on client intake forms. The Agency also agrees it will not distribute Products to any individuals who do not meet the current USDA Income Eligibility Guidelines to receive the products as defined in IRS code section 170(e)(3) or show evidence of need (please refer to Exhibit A).

6. Use of Recipient Products: The Agency agrees that it will not sell and/or use any Products in exchange for money, property, or services; this includes using Products for fundraising programs and/or events. The Agency also agrees that it will comply with the restrictions on the use and transfer of donated property, as described in IRS Code Section 170(e)(3) and any amendments to the IRS Code (See Federal Register/Vol. 47, No.21/Monday, February 1982/Rules and Regulations, pp. 4509-4512).

7. Signage Requirements in the Agency Distribution Area: The Agency agrees to have the following information posted and clearly visible to Clients, as applicable:

- Agency days and hours of operation (and proper entrance, as needed)
- Client Eligibility Requirements
- No Selling of Food and Non-Food Products
- Choking Prevention Signage
- Handwashing Signage
- USDA Non-Discrimination Posters (All Agencies receiving USDA products)

Signage is available on Food Bank of WNY's website: <http://www.foodbankwny.org/> under the Agency Resources section.

ELIGIBILITY AND CRITERIA FOR MEMBERSHIP

8. Operation Hours: The Agency agrees to maintain minimum operational hours as determined by agency type and the services it provides. Food Pantries are required to be open and staffed for service to clients for at least 4 hours per week, not including emergency hours, and a portion of these operating or emergency hours must be during regular business hours. Camps, Day Care Centers, Group Homes, Shelters, and Soup Kitchens are required to be open for meal distribution of at least once a week during business hours. Business hours of operation are defined as Monday through Friday 8:00 a.m. to 4:30 p.m. Agencies are encouraged to have additional non-business hours including evening and weekend hours. The Food Bank of WNY will be notified of any closures (e.g. vacation, emergency, facility damage, etc.) or change of hours. All permanent changes to hours of operation must be reported to the Food Bank of WNY by submission of an Agency Update form. See Exhibit B for agency type definitions.

9. Record Keeping: The Agency agrees to maintain and inspect all invoices and receipts that accurately reflect the total amount of Product(s) received from Food Bank of WNY and other retail partners. The Agency agrees to maintain its books and records, including but not limited to, those which track the receipt and distribution of Products obtained from Food Bank of WNY and other retail partners. The Agency books, records and financial records must be available to the Food Bank of WNY upon request throughout the term of this Agreement and for a period of four years thereafter. All documents, including the aforementioned, sign-in sheets, and client intake forms, should be printed, in files, stored securely on-site and readily available at all times for inspection.

10. Local, State and Federal Regulations: The Agency agrees to ensure that all products stored will comply with any applicable provisions of the Federal Food, Drug, and Cosmetic Act as amended and any subsequent changes to regulation. The Agency also agrees to store, handle and distribute products, conforming to all local, state and federal regulations, and will maintain current licenses as required by local, state and federal regulatory Entities.

11. Food Safety: The Agency agrees to designate one (1) staff member or dedicated volunteer, to practice safe food handling on a regular basis on-site, and will receive certification in a food safety training course approved by Food Bank of WNY. Approved trainings include Food Bank of WNY Basic Food Safety Training

Workshop, ServSafe Certification by the National Restaurant Association Certification and/ or Department of Health Food Handler training. Key food service program staff from agencies preparing or serving meals are required to be certified as ServSafe Food Protection Managers or other Food Bank of WNY approved food safety training equivalents, once every five (5) years. Agencies utilizing food provided by Food Bank of WNY to create meals must have prior approval to do so and include camps, day care centers, group homes, shelters, snack programs and soup kitchens. Food Pantry staff are required to pass a Basic Food Safety Training once every five (5) years. Food Pantries are not approved to prepare, re-pack, and/or serve meals on-site.

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12. Donor Stipulations and Product “As Is” Condition: The Agency agrees it will adhere to any donor stipulations placed on donated products and will accept all Products received from Food Bank of WNY in “as is” condition. Agency is responsible for checking products against the invoice upon receipt. If there is a discrepancy or concern with Products received from the Food Bank of WNY, the Agency can request to return the Product(s) in question within twenty four (24) hours, but no more than forty-eight (48) hours from the date received by Agency. Any Product returned must be in the same received condition and in its original packaging.

13. Shared Maintenance, Value Added Processing Fees: The Agency shall be responsible for all Shared Maintenance Fees not covered by grants, and make prompt payment within twenty- five (25) days of electronic receipt of the Agency Statement. Unless the Food Bank of WNY receives notice of incorrect charges within fourteen (14) days of receipt of the invoice, the invoice will be presumed to be correct. Agencies will be notified via the contact email on file if their accounts become more than sixty (60) days delinquent. Should the account become more than ninety (90) days delinquent, the Agency may be subject to forfeiture of grant allocations, ability to apply for grants, and possible agency suspension until the account balance becomes current Invoices and monthly statements are posted online and made available to Agencies by accessing Primarius (PWW).

14. Direct Delivery Transportation System. The Agency agrees to abide by the policies and procedures as listed in the Transportation and Distribution Addendum (Exhibit C).

15. Purchased Product from Food Bank of WNY: If Agency orders Products not eligible for grant funding, or if the cost of Agency’s total order exceeds the amount of the available grants, the Agency agrees to pay the balance of charges.

16. Discrimination: The Agency agrees to 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 status, disability, sexual orientation including gender identity or expression, unfavorable discharge from the military or status as a protected veteran, or employment status.

17. Site Visit Inspections: An authorized Agency representative is required to be present for inspections by Food Bank of WNY representatives, donors and government agencies, upon request. Inspections may include but are not limited to the inside and outside of buildings, grounds, equipment, vehicles and areas where products are received, stored and distributed. If an authorized agency representative is not present for two consecutive site visits, Agency will be suspended from participating in all distribution activities, including ordering product and ineligible to apply for grants. The suspension will be lifted after follow-up site visit inspections are completed and passed.

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18. Authorized Representative: Agency agrees to have only authorized representative(s) order and receive Products from Food Bank of WNY. Food Bank of WNY will provide Agency account information (e.g. agency reference codes, passwords, balance inquiries, etc.) only to authorized representatives of Agency. Food Bank of WNY defines an authorized representative as “an individual of Agency who is designated or permitted to sign invoices, shipping and delivery manifests, contracts and agreements on behalf of Agency.” Food Bank of WNY will not accept or permit documents signed by persons other than Agency’s representative. Agency also agrees to designate authorized representative(s) anytime there is a staff change and establish internal security levels as deemed necessary. The Agency Services Update Form will be completed and submitted to Food Bank of WNY. Food Bank of WNY must be notified within 48 hours of a change to authorized representative. An Agency Update Form must be on file to document these changes.

19. Access to One Feeding America Member Food Bank: The Agency agrees that it will only receive food from Food Bank of WNY and no other Feeding America member Food Bank of WNY or Member Agency without prior written authorization from the Food Bank of WNY.

20. Active/Inactive Agency Designation: Agency agrees that, while in operation, it will obtain Products from Food Bank of WNY at least once per month in order to be deemed an Active Agency. Once Agency becomes inactive, Agency will not be allowed to obtain products from Food Bank of WNY until Agency successfully completes the agency application process again, including key staff attending an Orientation at the Food Bank of WNY, and is reinstated as an active Agency.

21. Termination of Agency Agreement: Either Agency or Food Bank of WNY may terminate this Agreement, with or without cause, at any time by written notice via certified mail to the address set forth in the first paragraph of this Agreement.

22. Agency Location: The Agency agrees to notify Food Bank of WNY if for any reason, the primary distribution location necessitates a relocation. Notification will be provided as soon as a tentative location is determined but not less than two months. Food Bank of WNY shall have the right to inspect and approve tentative location before Agency moves to new location. Agencies that relocate without prior approval and/or without demonstrating a need for their program/service at their new location may forfeit their membership with the Food Bank of WNY.

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23. Multiple Locations and Sub-Distribution: Agency agrees that it will only receive, store and/or distribute Products at multiple locations if all locations:

- Meet the requirements of this agreement separately.
- Are approved by Food Bank of WNY prior to receipt of food and may be subject to inspection(s) as is applicable.

Absent written authorization from Food Bank of WNY, the Agency is forbidden from sub-distribution of Products to any organization, agency, partner, or entity other than a qualifying client. Agency must notify Food Bank of WNY immediately if it requires assistance to handle any excess Food Bank of WNY Product for redistribution.

24. Release of Liability: The original donor, the Food Bank of WNY, and Feeding America offer no express warranties concerning the Products and are hereby released by the Agency from any liabilities no existing or hereafter resulting from any Products; and from any claims, liabilities or obligations of any kind regarding the Agency, including, without limitation, any claims made by any third party against the Agency and/or the Food Bank of WNY related in any way to Agency's operations.

25. Agency Volunteers/Direct Delivery: The Agency agrees to have able volunteers on-site to receive food through the Direct Delivery Program or Mobile Pantry Program. Agency also agrees to ensure that the delivery area be free of snow and ice during inclement weather and otherwise provide a clear path to allow direct delivery access. Please refer to transportation agreement for additional information.

26. Authorized Signer: Agency hereby agrees that the person who signs this Agreement is authorized by Agency to do so.

27. Governing Law; Submission to Jurisdiction; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York. Any legal suit, action, proceeding, or dispute arising out of or relating to this Agreement or the transactions contemplated hereby or thereby may be instituted in the federal courts of the United States of America or the courts of the State of New York in each case located in the city of Buffalo and county of Erie, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, proceeding, or dispute.

(a) Each party acknowledges and agrees that any controversy which may arise under this agreement or the other transaction documents is likely to involve complicated and difficult issues and, therefore, each party irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal action, proceeding, cause of action, or counterclaim arising out of or relating to this agreement, including any exhibits and

ELIGIBILITY AND CRITERIA FOR MEMBERSHIP

schedules attached to this agreement, the other transaction documents, or the transactions contemplated hereby or thereby. each party certifies and acknowledges that: (i) no representative of the other party has represented, expressly or otherwise, that the other party would not seek to enforce the foregoing waiver in the event of a legal action; (ii) each party has considered the implications of this waiver; (iii) each party makes this waiver knowingly and voluntarily; and (iv) each party has been induced to enter into this agreement by, among other things, the mutual waivers and certifications in this section.

28. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

29. Entire Agreement. This Agreement, including the Exhibits hereto, sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or Representative of any party hereto.

ELIGIBILITY AND CRITERIA FOR MEMBERSHIP

The signature below confirms that Agency is accepting and agrees to abide by all terms of this agreement.

Agency Name: _____

Full Legal Name: _____

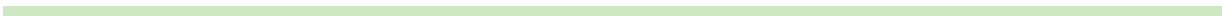
Parent Organization (if applicable): _____

By: _____

Authorized Agency Representative

Date

Print Name of Representative



Food Bank of Western New York, Inc.

By: _____

Authorized Food Bank Representative

Date

Print Name of Representative



Please return the entire original contract, including all terms and conditions, addendums, exhibits, and signature pages to the Food Bank of WNY upon executing the above terms and conditions. Contracts missing pages will not be accepted.

ELIGIBILITY AND CRITERIA FOR MEMBERSHIP

Exhibit A

IRS Section 170(e) (3) of the Internal Revenue Code

(3) Special rule for certain contributions of inventory and other property

(A) Qualified contributions

For purposes of this paragraph, a qualified contribution shall mean a charitable contribution of property described in paragraph (1) or (2) of section 1221 (a), by a corporation (other than a corporation which is an S corporation) to an organization which is described in section 501 (c)(3) and is exempt under section 501 (a) (other than a private foundation, as defined in section 509 (a), which is not an operating foundation, as defined in section 4942 (j)(3)), but only if;

(i) the use of the property by the donee is related to the purpose or function constituting the basis for its exemption under section 501 and the property is to be used by the donee solely for the care of the ill, the needy, or infants;

(ii) the property is not transferred by the donee in exchange for money, other property, or services;

(iii) the taxpayer receives from the donee a written statement representing that its use and disposition of the property will be in accordance with the provisions of clauses (i) and (ii); and

(iv) in the case where the property is subject to regulation under the Federal Food, Drug, and Cosmetic Act, as amended, such property must fully satisfy the applicable requirements of such Act and regulations promulgated there under on the date of transfer and for one hundred and eighty days prior thereto.

Exhibit B

TYPES OF PROGRAMS THE FOOD BANK OF WNY SERVICES:

FOOD PANTRY - an agency which distributes bags of food to families and individuals for consumption at home. The pantry verifies client eligibility, provides food to meet ongoing demands, and endeavors to maintain an emergency food supply to take care of unexpected situations and peak periods. This type of agency is considered an Emergency Food Relief Organization (EFRO) and will distribute food to clients in need. Any food requests should be honored the first time the client arrives whether or not they have the required documents. Information would then be given on what identification to bring and whether there is a closer pantry that should service them.

SOUP KITCHEN (or DINING ROOM) - an agency which serves prepared meals at no charge to individuals and families in need. Such meals are usually served on agency premises, but some programs include delivery to shut-ins and/or pick up services for home consumption. Client eligibility is usually not questioned; need for food is assumed simply by the client's presence. This type of agency is considered an Emergency Food Relief Organization (EFRO) as well as an on-site.

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SHELTER - an agency which provides on-site meals and shelter to its clients. Services may be offered because of emergency situations. This is a short term living arrangement. This type of agency is considered an Emergency Food Relief Organization (EFRO) as well as an on-site..

GROUP HOME - an agency which provides housing and meals for clients who would otherwise be homeless. The term of residence varies widely depending on the type of client served. Some are strictly transitional while others need permanent residence. This is a longer term living arrangement than a shelter. This type of agency is considered an on-site.

BACKPACK PROGRAMS - an agency which provides backpacks of kid-friendly foods to pre-selected students each Friday throughout the school year. This program ensures those children who depend on free and/or subsidized school meal programs have an adequate supply of nutritious food when school is not in session. This is a limited program and has a separate application and process.

SCHOOL PANTRY – an agency which provides high school students access to nutritious food that can be shared with others in their household through a food pantry located within the school building. This program is especially critical to high school-aged children who serve as the primary or sole caretaker of their younger siblings or cousins, or because their parent/guardian is unable to obtain food due to a disability, unpredictable work schedules or lack of transportation. This is a limited program and has a separate application and process.

OTHER AGENCIES - several categories of agencies are not considered Emergency Food Relief Organizations. However, if they are nonprofit, they may qualify for Food Bank membership and can avail themselves of co-op, AAP (Agency Assistance Program) and donated items. Examples of these are child or adult day care centers, snack programs, summer camps, limited access pantries. These types of agencies are NOT considered Emergency Food Relief Organizations (EFRO's).

Exhibit C

Transportation and Distribution Addendum

I. **PURPOSE.** The purpose of this Addendum is to provide efficient and effective transportation services for agencies within Chautauqua, Cattaraugus, Erie, and Niagara County service areas as part of Food Bank's direct delivery transportation system (the "Program").

ELIGIBILITY AND CRITERIA FOR MEMBERSHIP

II. OBLIGATION OF THE PARTIES

A. The Food Bank shall:

1. Be responsible for the administration of the program and comply with all applicable federal regulations concerning transportation.
2. The Food Bank agrees to comply with all federal, state, and local laws and ordinances governing vehicle and driver licensure and operation.
3. Provide service during inclement weather in accordance with the policies and procedures of the Food Bank. Every effort will be made to provide delivery services during physical inventory activities and major national holidays, however delivery services maybe be scaled back.

B. The Agency shall:

1. Provide Food Bank forty-eight (48) hours advanced notice of time changes or cancellations that arise due to extenuating circumstances, and no less than thirty (30) days advance notice of planned shut downs due to vacations, extended sick leaves or issues with building, facilities and/or infrastructure, with the time-frame of the forthcoming event, as well as the names, telephone numbers, of the contacts in the case of emergency. Agency may be charged \$50.00 for each cancellation when less than forty-eight (48) hours' notice is provided.
2. Notify Food Bank of complaints within twenty-four (24) hours. Complaints can be reported orally, but must be supported with written documentation within 48 hours on agency letter head.
3. Be on site for receipt of delivers and provide an adequate amount of volunteers to receive food products transported by Food Bank for direct deliveries, Mobile Food Pantry and all other transportation services.
4. Agency must provide a clear and safe area to unload delivery items, including a clear pathway to the unloading area. Delivery area and pathway must be free of debris, snow, ice, and other obstructions. If the area is not clear and safe to unload, then the driver reserves the right to cancel the delivery and the Agency could be subject to a \$50.00 cancellation fee.
5. Agency must provide a phone number and contact name that will be available at time of delivery. Food Bank will notify contact of any delivery changes or issues with delivery.

Food Bank of WNY Agency Member Application

Agency Information—Physical Location (*Site food will go - not main office unless same)

Program Name:			
Attention:			
Physical Address:			
City:	State:		
Zip Code:	County:		
Phone:	Fax:		
E-mail:	Agency Website: (if available)		

Please indicate below which category applies to your program (one only):

<input type="checkbox"/> adult day care <input type="checkbox"/> child day care <input type="checkbox"/> food pantry <input type="checkbox"/> group home <input type="checkbox"/> limited access pantry (check with us first)	<input type="checkbox"/> soup kitchen <input type="checkbox"/> snack program - children <input type="checkbox"/> snack program - senior/disabled/other <input type="checkbox"/> summer youth camp <input type="checkbox"/> shelter
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Contact Information (Person running the program at the physical location)

Check box if same as physical address. No need to fill in below if it is the same

Program Name:			
Attention:			
Mailing Address:			
City:	State:		
Zip Code:	County:		
Phone:	Fax:		
E-mail:			

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Billing Information (Person who pays statements)

Check box if same as physical address. No need to fill in below if it is the same

Program Name:			
Attention:			
Mailing Address:			
City:	State:		
Zip Code:	County:		
Phone:	Fax:		
E-mail:			

Administrative Information (Person overseeing the agency)

Check box if same as physical address. No need to fill in below if it is the same

Program Name:			
Attention:			
Mailing Address:			
City:	State:		
Zip Code:	County:		
Phone:	Fax:		
E-mail:			

Authorized Staff

Name	Phone	Order <input type="checkbox"/>	Pick-up <input type="checkbox"/>	E-mail for on-line ordering (1 only)

Choose a password: (exclude agency name or number or other obvious identifiers).

Please provide your agency's EIN # (tax ID number).

Food Bank of WNY Agency Member Application

Hours when you serve clients

	Open Hours (staffed & ready to serve)	Emergency Hours (staff in bldg or on-call)
Sunday		
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		
Comments		

*Reminder: pantries need to be open a minimum of 4 hours a week not including emergencies and on-sites open at least (1) once a week. If your emergency hours require a client calling ahead, write "on-call" next to it.

How long has your program* been in operation? _____

How long has your program* been serving food? _____

**program refers to the service you are requesting food for, not your overall agency.*

In the last six months, what was the average number of clients served by your organization monthly?
(total together and divide by 6) (households are for pantries only)

Infants Children Adults Seniors Households

**Note: If you are serving less than 400-500 meals a month, you may not be able to reach your 400 pound minimum monthly order requirement. Please feel free to call us to discuss.*

In the last six months, what funds were used to support your food needs?
(Source of food should total 100%)

<input style="width: 50px;" type="text"/> % direct program funds	<input style="width: 50px;" type="text"/> % foundations
<input style="width: 50px;" type="text"/> % private donations	<input style="width: 50px;" type="text"/> % clients' fees
<input style="width: 50px;" type="text"/> % government funding	

Does your agency utilize contribution canisters, envelopes or similar means of allowing clients to support the program? (☒ check) Yes No

If yes, please explain:

Do you charge for your program or have a membership fee? (☒ check) Yes No

If yes, please explain:

Food Bank of WNY Agency Member Application

Do you foresee any problems with the following? (check)

Storage space for dry/frozen/refrigerated foods?	yes	<input type="checkbox"/>	no	<input type="checkbox"/>
Lifting cases at the Food Bank?	yes	<input type="checkbox"/>	no	<input type="checkbox"/>
Getting to the Food Bank or distribution site?	yes	<input type="checkbox"/>	no	<input type="checkbox"/>
Lack of volunteers?	yes	<input type="checkbox"/>	no	<input type="checkbox"/>
Financially supporting the program?	yes	<input type="checkbox"/>	no	<input type="checkbox"/>

Anticipated schedule for pick up at Food Bank or distribution site: (check)

weekly bi-weekly monthly occasionally

How do you plan to transport food to your location?

Please describe your storage area. (check all that apply)

Note: storage area must be in place & in use to achieve membership

<input type="checkbox"/> small unlocked storage area	<input type="checkbox"/> small kitchen	<input type="checkbox"/> non-commercial refrigerator(s)
<input type="checkbox"/> small locked storage area	<input type="checkbox"/> commercial kitchen	<input type="checkbox"/> non-commercial freezer(s)
<input type="checkbox"/> large locked storage area	<input type="checkbox"/> all storage is on-site	<input type="checkbox"/> commercial refrigerator(s)
<input type="checkbox"/> large unlocked storage area	<input type="checkbox"/> some or all storage is off-site	<input type="checkbox"/> commercial freezer(s)
<input type="checkbox"/> food stored on shelves	<input type="checkbox"/> 1st floor of building	
<input type="checkbox"/> food stored on pallets	<input type="checkbox"/> basement or other floor accessed by stairs	

Does your agency keep the following records?: (check)

number of people/meals served	yes	<input type="checkbox"/>	no	<input type="checkbox"/>
menu plans (on-site only)	yes	<input type="checkbox"/>	no	<input type="checkbox"/>
food receipts	yes	<input type="checkbox"/>	no	<input type="checkbox"/>
intake forms (pantry only)	yes	<input type="checkbox"/>	no	<input type="checkbox"/>
sign-in sheets	yes	<input type="checkbox"/>	no	<input type="checkbox"/>

If your agency is a member of any food network or coalition in your area, please list:

How many volunteers do you have monthly?

How many paid staff do you have?

Food Bank of WNY Agency Member Application

On-sites fill in this portion of the application:
(an on-site is any program that is not a pantry) (check)

Does your agency prepare and serve meals on-site?	yes		no	
Does your agency contract with a food service to prepare meals?	yes		no	
Which meals do you serve? (breakfast, lunch, dinner, snack)	B	L	D	S
How many people eat at each meal? (write # in box below meal)				
Maximum number of individuals your program can serve per meal?				
Do you have a health permit with the Department of Health?	yes		no	

Expiration date: _____

In the box below, write what a typical days meal(s) or snack: consists of:

Food Pantries fill in this portion of the application:

How many days will the bag of food last the client?													
How often can a client receive food assistance monthly?													
Do you require client referrals? (<input checked="" type="checkbox"/> check)	yes		no										
What is your service area? Please include zip codes.													
Do you communicate with local pantries to avoid client duplication? (<input checked="" type="checkbox"/> ck)	yes		no										
Clients choice is offered in the following food groups: (<input checked="" type="checkbox"/> check all that apply)													
all food groups		grains		fruit		vegetables		protein		dairy		no food groups	

Write below what you would put in a bag of food for a family of four if you were packing it with what you have today:

Food Bank of WNY Agency Member Application

Please give a brief description of your agency's history & mission: (type below or attach)

Checklist for completion of your Food Bank of WNY membership application:

1. _____ Complete Application
2. _____ Attach proof of nonprofit status (both A and B)
 - _____ A. Copy of 501(c)(3) and a letter from your agency on letterhead allowing program to use it.
 - _____ B. A list of the names, titles, phone numbers, and affiliations of the members of your organization's Board of Directors, Elders, or other governing body
 - _____ C. IRS 990 form dated within 1 year of application (need dated top page only). (If your agency is not required to file one include that in your letter listed in "A".)

3. _____ Make copy of application and agreement for your records
4. _____ Submit proof of operation from last six months (example, intake forms, food receipts)
5. _____ Send copy of application with ALL pages to:

Food Bank of WNY
Attn.: Kelly Burke
91 Holt Street
Buffalo, NY 14206

or kburke@foodbankwny.org

(Please keep in mind that we need signatures for the application.)

This application has been prepared by:

name (print)	title
signature	date

Once we receive these completed forms, we will make arrangements to visit your agency to inspect food storage capacities and to share further information about our organization.

If you have any questions about the application process, please call Kelly Burke at 716-935-6679.

We look forward to hearing from you.

**Don't forget to keep a copy of this application for your files
and to send the full original to us.**

**Food Bank of WNY
Agency Member Application**

Food Bank Official Use Only

Steps Completed

Received by:		Date:	
Inspection scheduled by:		Date ltr sent:	
Passed inspection: yes/no		Date:	
Approved by Supervisor:		Date:	
Data enter completed by:		Date:	
Grants/product eligibility applied by:		Date:	
Agency number:			
Albany ID:			
Agency Size:			
Received 501(c)(3):			
Received ltr approving 501(c)(3) use:			
Received 990 or exempt ltr:			
Attended orientation:			
Instructed to take food safety training:			
<input type="checkbox"/> Basic Food Safety			
<input type="checkbox"/> ServSafe Course			
<input type="checkbox"/> Other: _____			
Data entered into basic food safety website by:			
Welcome letter sent by:			



We are looking forward to hearing from you soon!



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