

STATE OF ALABAMA DEPARTMENT OF EDUCATION



Thomas R. Bice State Superintendent of Education

September 28, 2015

Alabama State Board of Education

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Thomas R. Bice, Ed.D. Secretary and Executive Officer Ms. Kathryn Strickland, Director Food Bank of North Alabama P.O. Box 18607 Huntsville, AL 35804

Dear Ms. Strickland:

Enclosed is a signed copy of your USDA Donated Foods Agreement. This Agreement shall become effective on October 1, 2015 and shall be considered **permanent** with amendments when necessary, unless terminated as provided in the attached document. Please become familiar with the terms and conditions of this agreement and file with your other important USDA donated foods information for easy reference. We are pleased with your decision to participate in the USDA Foods program and look forward to working with you.

Should you have questions concerning this agreement, please contact me (334) 242-8237 or email <u>fspeed@alsde.edu</u>.

Sincerely,

Frank Speed, Administrator Food Distribution Program

FS/AL/NW

Enclosure

Food Bank USDA Commodity Agreemer	Food Bank USDA Commodity Agreement Checklist		
Requested Forms	Received		
Commodity Agreement	V		
Attachment A	V		
Attachment B	V		
Attachment C			
Attachment D	V		
Attachment E	V		
Attachment F			
List of Member Agencies and contact info	V		
PDO's List of Member Agencies and contact info	NA		
Blank Copy of Member Agencies Comm Agreement	· /		
Blank Copy of Eligibility Criteria	V		

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FDP FORM 10 (Revised 09/15)

CFDA. 10.569

USDA DONATED FOODS AGREEMENT BETWEEN EMERGENCY FEEDING ORGANIZATION AND THE STATE DEPARTMENT OF EDUCATION

SEP 2 4 2015

THE EMERGENCY FOOD ASSISTANCE PROGRAM FOOD BANK

Food Bank of MARTA	Makama	a a a a a a a a a a a a a a a a a a a	
Name of Emergency Feeding Organization (EFO)			The first section of the section of
2000 B VERENON AND	(10 BOX 1860 7	•
Street Address	Mailing A		
Hunisille	Alabama	35800	1
City	State	Zip Code	The state of the s
256.539.225G			
(A/C) Telephone Number			
STAARS Vendor Customer Code Colbert. Cul	Iman, Delcall	, Franklin, Jackson	·Laudendele
Area to be served (city, county, etc.) Loweru,			
Number of households expected to serve per month:	11396)	•
The EFO is public ☐, private non-profit ☐.			
(For all non-governmental agencies, excluding church tax-exempt status must be attached or provided to the	n sponsored agend e State Office befo	cies, a copy of the letter from re the Agreement can be fin	IRS indicating the alized).
Is the 501(C) (3) letter from IRS indicating the tax-exe	empt status attache	ed? YES 🖯 NO [
(FOR STATE USE ONLY): ATTACHED	ON FILE IN STA	TE OFFICE YES	ио □
Is the sponsor a governmental institution? YES	□ NO B		*
Local health department approval (is) (is not) required department approval is required, then the EFO (does)	d for operation of the document of the documen	ne food distribution site(s). I such approval.	f local health
In order to effectuate the purposes of implementing the Education, hereinafter referred to as the "Distributing referred to as the "Recipient Agency," whose name a	Agency," and The	Emergency Feeding Organi	State Department of zation, hereinafter
The Distributing Agency agrees to distribute to eligible the United States Department of Agriculture (USDA), available by the USDA. The Recipient Agency agree as ordered for them by the Distributing Agency. The of the arrival of each donated food shipment.	7 CFR, Parts 250 s to receive, store.	and 251, those donated food and distribute direct shipme	ds that are made
The Recipient Agency agrees to comply with all provi any instructions, policies, or procedures issued in cor conform to the following requirements:	sions of the Agree nnection therewith.	ment, Regulations, and ame Specifically, the Recipient A	endments thereto, and Agency agrees to
	*		
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- 1. Accept only the amounts of USDA donated foods that can be used without waste in providing food assistance to needy persons.
- 2. Provide adequate facilities for the handling, storage, and distribution of donated foods and properly safeguard the donated foods against theft, spoilage, or other loss. Donated foods shall not be sold, exchanged, or otherwise disposed of without the approval of the Distributing Agency.
- 3. Not charge any individual for foods distributed.
- 4. Maintain accurate and complete records to document the receipt, disposal, and perpetual inventory of donated foods, as instructed by the Distributing Agency, and require the same of other food banks that are its member agencies (agencies that are members of the food bank and are eligible to receive USDA donated foods from the food bank).
- 5. The Recipient Agency must maintain a list of all member agencies. Insure that the member agencies, which are also food banks, maintain complete records as required in item number four. The Food Pantries shall conduct a means test to determine household eligibility and maintain records of the households to whom food is given during each distribution period. They are also required to maintain copies of signed USDA donated foods receipts from the food bank and a perpetual inventory for each donated food item received. The Soup Kitchens or congregate feeding sites shall maintain copies of signed USDA donated foods receipts from the food bank and a perpetual inventory for each donated food item received. Food Banks may also require a report on the number of meals served at each Soup Kitchen or secondary congregate feeding site.
- 6. Insure that member agencies distribute foods only to households whose income eligibility is determined in accordance with the State Eligibility Criteria, Attachment A.
- 7. The Recipient Agencies will also insure that the member agencies follow the procedure below for determining the distribution of USDA donated foods.
 - Distribution rates for distributing USDA donated foods to households will be determined by the EFO based on quantities of foods available and participation data. Distribution rates will be required to meet the needs of participants who normally receive their allotment at their designated distribution site. Every effort will be made by the member agencies to insure that each household receives an equitable allotment of USDA donated foods.
- 8. The Recipient Agency agrees to provide food to a secondary group of congregate feeding sites in addition to the traditional soup kitchens. They must serve predominately needy people. One of the criteria that can be used to help identify that the agency is serving the predominately needy is to make sure the agency is receiving governmental financial assistance for the majority of their clients. Agencies that may be included in this category are group homes for the physically or mentally challenged, rehabilitation centers, substance abuse centers, child and adult care centers, domestic abuse centers, children's homes, and etc. These agencies are required to maintain the same records required of the other congregate feeding sites or soup kitchens. The Recipient Agency agrees to contact the Distributing Agency for advice before signing a USDA donated food agreement with one of these secondary congregate feeding agencies if they are unsure that the agency is serving predominately needy people. If a shortage of food develops in TEFAP, these secondary congregate feeding sites would be given a lower priority and the traditional soup kitchens would be given the top priority for the available food supply.
- 9. The Recipient Agency and its member agencies must comply with The Emergency Food Assistance Act of 1983 which requires that an eligible recipient agency must be "nonprofit" per 7 U.S.C. 7501(3) and does not appear on the Automatic Revocation of Tax-Exempt Status List (List), prior to approving new Food Pantries, Soup Kitchens or secondary congregate feeding sites for the distribution of USDA donated foods. TEFAP regulations at 7 CFR 251.5(a)(3) establish that if not a public entity, an eligible organization must;
 - (a) possess documentation from the IRS recognizing tax-exempt status under the IRC, or
 - (b) if not in possession of such documentation, be automatically tax exempt as "organized or operated exclusively for religious purposes" under the IRC, or

(c) if not in possession of such documentation, but required to file an application under the IRC to obtain tax-exempt status, have made application for recognition of such status and be moving toward compliance with the requirements for recognition of tax-exempt status. If the IRS denies a participating organization's application for recognition of tax-exempt status; the organization must-application immediately notify the food bank, which will terminate the organization's agreement and participation immediately. If documentation of IRS recognition of tax-exempt status has not been obtained and forwarded to the food bank within 180 days of the effective date of the organization's approval for participation in TEFAP, the food bank must terminate the organization's participation until such time as recognition of tax-exempt status is actually obtained, except that the food bank may grant a single extension not to exceed 90 days if the organization can demonstrate, to the food bank's satisfaction, that its inability to obtain tax-exempt status within the 180 day period is due to circumstances beyond its control. It is the responsibility of the organization to document that it has complied with all IRS requirements and has provided all information requested by IRS in a timely manner.

For Active Agencies: Should any eligible recipient agency appear on the List, the Food Bank or its member agencies must notify the organization in writing that it has 30 days to provide documentation that it has applied for reinstatement of tax-exempt status or it will be terminated from TEFAP. The organization then must forward documentation of IRS recognition of tax-exempt status to the Food Bank within 180 days of the above mentioned notification. The Food Bank may grant one 90-day extension if the organization can demonstrate that its ability to obtain appropriate status during the initial period was due to circumstances beyond the its control.

Food banks shall periodically, but no less frequently than annually, review and maintain a copy on file of the IRS Automatic Revocation of Exemption List, to ensure that agencies contracted to distribute TEFAP products do not appear on the revocation listing. The listing can be found at http://www.irs.gov/Charities-&-Non-Profits/Automatic-Revocation-of-Exemption-List.

- 10. Report promptly all instances of lost donated foods to the Distributing Agency. Lost donated foods are those which, for any reason, cannot be demonstrated by appropriate records or other satisfactory evidence to have been delivered to, or to be available in good condition for delivery to needy persons or households for whom they were donated by USDA. USDA donated foods may be lost through theft, damage, spoilage, infestation, improper distribution, sale or exchange, diversion to an improper use, or other similar causes.
- 11. Permit representatives of the Distributing Agency or the USDA to inspect donated foods in storage, or the facilities used in the handling or storage of such donated foods, and to review or audit all records, including financial records, at any reasonable time.
- 12. Retain all records for a period of three (3) years from the close of the Federal Fiscal Year (October 1 through September 30) to which they pertain, or if applicable, they must be retained beyond that period until any audit exceptions are resolved.
- 13. The Recipient Agency agrees to submit all reports required by the Distributing Agency and to cooperate to the extent necessary to sustain an effective food distribution program. Failure to file timely reports may be a basis for cancellation of this Agreement.
- 14. The Recipient Agency agrees to operate its TEFAP program in compliance with all applicable State and Federal laws and all rules and regulations, and policies established by the USDA and the Distributing Agency. The Recipient Agency also agrees to display in a prominent place in appropriate offices and food distribution areas, the USDA Title VI Non-Discrimination poster " ... And Justice for All" as well as incorporate the Civil Rights Non-Discrimination Statement, in accordance with *Attachment F*, into all materials and sources, including websites related to TEFAP.
- 15. The Recipient Agency accepts full responsibility for compliance with the provisions of this Agreement, including potential liability for any USDA donated foods lost through negligence or for any funds received for costs inadequately documented. This responsibility is held equally by Recipient Agencies which distribute donated foods to other organizations for provision to needy persons.
- 16. The Recipient Agency through its member agencies may distribute food to needy households at their site(s), or the Recipient Agency may distribute through other organizations called sub-outlets which, in turn, distribute

to needy households through their own site(s). Sub-outlets may *not* be added without prior approval of the Distributing Agency.

An **Attachment B, EFO Sub-outlets**, must be provided as part of this Agreement for each sub-outlet. The Agreement must also include an **Attachment C, Storage Facilities**, giving a description of **each** storage facility where USDA donated foods will be stored.

- 17. All Attachments (A-F) shall become a part of this Agreement and must be completed and accompany the signed Agreement.
- 18. "The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), DOJ (28) (CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement."

"This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance."

"By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant."

19. Effective Period of Agreement: This Agreement shall become effective on October 1, 2015, and shall be considered <u>permanent</u> with amendments when necessary, unless terminated as provided herein. This Agreement may be terminated upon 30 days written notice on the part of either party hereto, and the Distributing Agency may terminate this Agreement immediately upon receipt of evidence that the terms and conditions of the Agreement have not been fully complied with by the Recipient Agency. Any termination of the Agreement by the Distributing Agency shall be in accordance with applicable laws and regulations.

Upon any termination, the Recipient Agency agrees to comply with instructions of the Distributing Agency in regard to transfer of all donated foods remaining in its possession or control.

20. Alabama Immigration Law Compliance Contract: Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to *knowingly* hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the Form I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, contractor shall

not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the contractor's hiring practices to execute an affidavit to this effect on the form supplied by the ALSDE and return the same to the ALSDE. Contractor shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the ALSDE may require to confirm contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If contractor receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the ALSDE and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If contractor violates any term of this provision, this agreement will be subject to immediate termination by the ALSDE. To the fullest extent permitted by law, contractor shall defend, indemnify and hold harmless the ALSDE from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to contractor's failure to fulfill its obligations contained in this paragraph.

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Executive Director

STATE DEPARTMENT OF EDUCATION

Frank Speed, Administrator Food Distribution Program

ATTACHMENTS:

Attachment A - State Eligibility Criteria Attachment B - EFO Sub-Outlets Attachment C - Storage Facilities Attachment D - Form AD-10-47

Attachment E - Child Nutrition Programs Audit Certification Attachment F - Civil Rights Nondiscrimination Statement

OGDEN UT 84201-0038

In reply refer to: 0441861293 Apr. 01, 2009 LTR 4168C E0 63-0884372 000000 00 000 00028692

BODC: TE

FOOD BANK OF NORTH ALABAMA 2000B VERNON AVE SW HUNTSVILLE AL 35805-3052

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7051

Employer Identification Number: 63-0884372
Person to Contact: Erin Johnson
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of Mar. 23, 2009, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in January 1985, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Deborah Bingham

Accounts Management I

Deborah Bington

Internal Revenue Service District Director

Department of the Treasury

Date: APR 16 1987

Food Bank Of North Alabama 3405 Memorial Parkway South Huntsville, AL 35801 Employer Identification Number:
63-0884372
Case Number:
FFN: 580060287
Person to Contact:
Gloria Polk
Contact Telephone Number:
(404)331-3816
Our Letter Dated:
January 3, 1985
Caveat Applies:
None

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Internal Revenue Code because you are an organization of the type described in section . Your exempt status under Code section 501(c)(3) is still in effect.

Grantors and contributors may rely on this determination until the Internal Revenue Service publishes notice to the contrary. However, if you lose your section

* status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of such status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section organization.

If the heading of this letter indicates that a caveat applies, the caveat below or on the enclosure is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

170(b)(1)(A)(vi) & 509(a)(1)

Sincerely yours,

District Director

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Internal Revenue Service District Director

Date: JAN 0 3 1985

Food Bank of North Alabama 300 Church Street Huntsville, AL 35801 Department of the Treasury

Employer Identification Number:
63-0884372
Accounting Period Ending:
December 31
Foundation Status Classification:
170(b)(1)(A)(vi) & 509(a)(1)
Advance Ruling Period Beginning Aug. 22,
1984 and Ending December 31, 1986
Person to Contact:
Mary Moore/ ss
Contact Telephone Number:
(404) 221-4516

File Folder Number: 580060287

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably be expected to be a publicly supported organization described in section 170(b)(1)(A)(vi) & 509(a)(1).

Accordingly, you will be treated as a publicly supported organization, and not as a private foundation, during an advance ruling period. This advance ruling period begins on the date of your inception and ends on the date shown above.

Within 90 days after the end of your advance ruling period, you must submit to us information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, you will be classified as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, you will be classified as a private foundation for future periods. Also, if you are classified as a private foundation, you will be treated as a private foundation from the date of your inception for purposes of sections 507(d) and 4940.

Grantors and donors may rely on the determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you submit the required information within the 90 days, grantors and donors may continue to rely on the advance determination until the Service makes a final determination of your foundation status. However, if notice that you will no longer be treated as a section 509(a)(1) organization is published in the Internal Revenue Bulletin, grantors and donors may not rely on this determination after the date of such publication. Also, a grantor or donor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section 509(a)(1) status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(a)(1) organization.

(over)

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

You are required to file Form 990, Return of Organization Exempt from Income Tax, only if your gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, when a return is filed late, unless there is reasonable cause for the delay.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

District Director

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INCOME ELIGIBILITY CRITERIA FOR NEEDY FAMILIES IN ALABAMA

ELIGIBILITY CRITERIA:

The State eligibility criteria for the receipt of USDA foods by households are as follows:

- 1. Proof of eligibility for the Supplemental Nutritional Assistance Program (SNAP) (Formerly Food Stamps) *or*
- 2. Proof of eligibility to receive Temporary Assistance for Needy Families (TANF) (Formerly AFDC) or
- 3. Proof of eligibility to receive Supplemental Security Income (SSI), or

Signed, self-declaration showing that the household income falls below 130% of the poverty level income.

EFFECTIVE JULY 1, 2015 – JUNE 30, 2016 INCOME ELIGIBILITY SCALE HOUSEHOLD ELIGIBILITY FOR USDA FOODS (130% of Federal Poverty Guidelines)

HOUSEHOLD SIZE	PER YEAR	PER MONTH	PER WEEK
1	\$ 15,301	\$ 1,276	\$ 295
2	20,709	1,726	\$ 295 399
3	26,117	2,177	503
4	31,525	2,628	607
5	36,933	3,078	711
6	42,341	3,529	815
7	47,749	3,980	919
8	53,157	4,430	1,023
FOR EACH ADD'L FAMILY		TRUTTERIOR PROGRAMMENT AND A STATE OF THE ST	
MEMBER ADD	+5,408	+451	+104

EFO SUB-OUTLET

NAME OF SUB-OUTLET: <u>See attached</u>
STREET ADDRESS:
CITY & ZIP CODE:
TELEPHONE NUMBER (IF AVAILABLE)
NAME OF SUB-OUTLET:
STREET ADDRESS:
CITY & ZIP CODE:
TELEPHONE NUMBER (IF AVAILABLE)
NAME OF SUB-OUTLET:
STREET ADDRESS:
CITY & ZIP CODE:
TELEPHONE NUMBER (IF AVAILABLE)
NAME OF SUB-OUTLET:
STREET ADDRESS:
CITY & ZIP CODE:
TELEPHONE NUMBER (IF AVAILABLE)

Food Bank of North Alabama

Page 1 GLORIA

No.	Name	Contact	County Code	USDA Pounds
065	Community Food Bank of Central Alabama 107 Walter Davis Drive Birmingham, AL 35209	Larry Logan (205) 942-8911	OUT	0
2) 076	Taft Full Gospel Church 1129 Old Railroad Bed Rd. Taft, TN 38488	Ellie Stafford (256) 829-1646	LIMESTONE	48,755
112	Daystar Church of God ATTN: Accts. Payable P.O. Box 2550 Cullman, AL 35056	Adam Bavar (256)737-0800	CULLMAN	74,637
124	Cullman Caring for Kids P.O.Box 698 Cullman, AL 35056-0698	Javon Daniel (256) 739-1111	CULLMAN	82,375
(5) 133	Joppa Church of God P. O. Box 591 Arab, AL 35016-0591	Holly & Jimmy Hamaker 256-586-7852	MARSHALL	0
137	Decatur Salvation Army P.O. Box 807 Decatur, AL 35602	Dean Downey/Valerie McAbee (256) 353-2822	MORGAN	45,126
138	Huntsville Salvation Army P.O. Box 3799 Huntsville, AL 35810	Judy Mason (Pantry on Oakwood) (256) 536-5576	MADISON	84,675
142	Share House c/o Mrs. Martiel Mullis 3200 Rescue Road Lacy Springs, AL 35754	Martiel Mullis (256) 684-1593	MORGAN	65,738
150	Upper Sand Mountain Parish P.O. Box 267 Sylvania, AL 35988	Chris Cone 1-256-638-2126	DEKALB	51,074
156	Asbury United Methodist Church 980 Hughes Rd. Madison, AL 35758	Wanda Couch (256) 837-0365	MADISON	0
217	N. Central Ala. Mental Health Board 1316 Somerville Road, S.E. Suite 1 Decatur, AL 35601-4317	Melanie Reid (256) 260-7342/256-303-5919(cell)	MORGAN	23,367
235	CASA of Dekalb County 2000 Watkins Ave NE P.O. Box 681295 Ft. Payne, AL 35968	Mike Mitchell, Director (256) 845-2049	DEKALB	30,247

Food Bank of North Alabama

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	No.	Name	Contact	County Code	USDA Pounds
6	252	American Red Cross 1101 Washington St. Huntsville, AL 35801	Shirley Crutcher, District Emergency Serv 536-0084 x310	MADISON	0
H	260	Oakwood Univ Ch/Heaven's Strhs Attn: Lena Andrews, Treas. 5500 Adventist Blvd. Huntsville, AL 35896	Francis Calhoun (256) 837-1255	MADISON	82,994
(15)	274	Northbrook Baptist Church 3691 AL. Hwy. 157 NE Cullman, AL 35058	Nicky's (256) 734-6401	CULLMAN	63,237
(4)	278	New Market United Methodist Ch P.O. Box 430 New Market, AL 35761	Mr. Thomas Odom (256) 379-4886	MADISON	25,527
	281	Care Center P.O. Box 51 New Hope, AL 35760, AL 35763	Angela Hawke (256) 723-2273	MADISON	19,967
(18)	282	Christians Helping Other P.O. Box 142 Ardmore, TN 38449	Melissa Nichols (256) 423-7464	LIMESTONE	22,901
(19)	283	Christian Care Center 1st Bapt P. O. Box 173 Garden City, AL 35077	Odie Bell Davis (256) 352-6323/256-385-1261(cell)	CULLMAN	5,545
(19	288	Arab Christian Center 9105 Ala. Hwy 69 Arab, AL 35016	Pastor Ernie Brown 1-256-753-2237	MARSHALL	3,427
(1)	290	Pine Ridge Baptist Church 1726 County Rd. 835 Ft. Payne, AL 35968	Debbie Wofford 256-605-3621	DEKALB	14,007
(22	299	Pleasant Springs Baptist Ch. P.O. Box 17481 Huntsville, AL 35810	Janice Nix (256) 852-4925	MADISON	46,577
(2)	301	West Point First Baptist 140 County Rd. 1242 Cullman, AL 35057	Sandy Schaffer - 256-747-6147 (256) 739-5849	CULLMAN	0
(24)	303	East Brow Community Mission Center East Brow Community Church 3434 Ala. Hwy. 75 Flat Rock, AL 35966	Shawn Schuster 1-256-632-3619/256-605-6509 cell	DEKALB	4,287
(B)	311	Immanuel Lutheran Church P.O. Box 33 Hazel Green, AL 35750	James Hildreth 828-6762 (H)	MADISON	8,048

Food Bank of North Alabama

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	No.	Name	Contact	County Code	USDA Pounds
(26)	312	Living Word Ministries 9545 AL Hwy 79 Scottsboro, AL 35768	Vickie Hastings (256) 574-4305	JACKSON	10,420
(21)	320	Homeless Miscellaneous		MADISON	0
		Huntsville, AL			
(28)	325	Calvary Assembly of God 1413 Glenn St. S.W. Decatur, AL 35603	Susan Dusina/PastorEmilioSanch 256-350-0615	MORGAN	9,210
69	326	First United Methodist Church 206 Grand Ave. N. Ft. Payne, AL 35967-1917	John Botts 1-256-845-1141(Ch)	DEKALB	18,947
(30)	327	Antioch C. P. Church 923 Brownsferry St. Athens, AL 35611	Cynthia Phillips (256) 206-2929 (cell)	LIMESTONE	21,197
(3)	332	Southwood Presbyterian Church Attn: Ms. Sandy Newby 1000 Carl T. Jones Dr. Huntsville, AL 35802	Sandy Newby, Vol. Coord. (256)882-3085	MADISON	0
33	343	Harmony Word of Life Church 1488 Co. Rd. 1141 Cullman, AL 35057	Sylvia Milligan, Dir. (256)739-2956	CULLMAN	59,954
(33)	347	Life Church International 4721 University Drive Huntsville, AL 35816	Tim & Melba Gebhart 852-5580	MADISON	57,301
(39)	349	Spirit Life Church (Cullman) 1650 St. Joseph Drive NW Cullman, AL 35055	Pat Shedd 256-739-3326	CULLMAN	0
(35)	365	Belmor Baptist Church P. O. Box 129 Belle Mina, AL 35615	Carolyn Lineberry 256-617-0634	LIMESTONE	11,965
(30)	366	Hanceville First U.M.C. Living Bread Ministry P.O. Box 255 Hanceville, AL 35077	Tonia Beverly 256-531-3083	CULLMAN	8,486
(31)		Salvation Army, DeKalb Co. 450 Gault Ave. N. Ft. Payne, AL 35967	Felicia Knight 1-256-997-0858	DEKALB	6,885
(75)		Fyffe Church of God P.O. Box 124 Fyffe, AL 35971	Tony Thomas, Pastor (256)623-3822	DEKALB	18,365

USDA Pounds

County Code

USDA Eligible Programs

Food Bank of North Alabama

Name

No.

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Activity Status: ACTIVE, Date Filter: 10/01/14..09/30/15

	No.	Name	Contact	County Code	USDA Pounds
(39)	371	Old Brashier's Chapel U.M.C. P.O. Box 996 Arab, AL 35016	Marty Bearden (256)586-4548	MARSHALL	15,350
(18)	376	North Houston St. Ch of Christ 702 North Houston St. Scottsboro, AL 35768	Ed Woods (256)259-6665	JACKSON	18,396
(41)	382	First Church P.O. Box 785 Athens, AL 35612	Pastor Bruce Johnson (256) 232-7710	LIMESTONE	11,724
(42)	385	Salvation Army - Jackson Co. 1501 East Willow St. Scottsboro, AL 35768	Tracey Ridgeway (256) 259-4320	JACKSON	0
(43)	386	Rosalie Baptist Church P.O. Box 220 Pisgah, AL 35765	Pastor Richard Freeman 256-451-7218	JACKSON	13,171
(49)	398	Jubilee Family Worship Center P.O. Box 1331 Hartselle, AL 35640	Randy Jones 256-502-8155	MORGAN	0
(45)	420	Marshall County Christian Svc. P.O. Box 1463 Albertville, AL 35950	Linda Henry, Executive Director (256) 878-3177/cell-256-572-0626	MARSHALL	5,926
46)		Oak Grove FCM Church c/o Wanda Gilbert 883 Co. Rd. 323 Moulton, AL 35650	Wanda Gilbert 256-974-8015	LAWRENCE	57,816
(47)		Tuscumbia Church of Christ 102 E. Fourth St. Tuscumbia, AL 35674	Kenneth and Robbie Galloway 256-483-0986/256-483-1221	COLBERT	21,485
(48)		Help Center P. O. Box 1713 Florence, AL 35630	Floyd Sherrod, Food Coord. 256-766-5345	LAUDERDALE	39,580
(19)		Underwood Baptist Church 5091 Hwy. 157 Florence, AL 35633	Andy Eddins 256-767-5183 or 256-349-5183	LAUDERDALE	14,931
(5º)		Rogersville United Methodist Fishes & Loaves Pantry c/o 78 Polk St. Rogersville, AL 35652	Myra Nesmith - 256-627-6062 256-627-6062	LAUDERDALE	15,965
		North Wood United Methodist Church P.O. Box 2503 Florence, AL 35630	Donna Thompson 256-764-2113/2111	LAUDERDALE	13,265

Contact

Food Bank of North Alabama

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No.	Name	Contact	County Code	USDA Pounds
(5D) 448	The Helping Hand, Inc. 9715 Ala. Hwy. 101 Town Creek, AL 35672	Arlene Beck 256-685-2793(H)	LAWRENCE	62,658
(6) 449	The Good Samaritan 282 County Road 46 Mt. Hope, AL 35651	Darryl Dockery, Pres. 256-565-5609	LAWRENCE	67,421
455	Mt. Zion Unit. Meth. Church 17478 US 31 N. Cullman, AL 35058	Charles Wunderlich, Pantry Dir 256-734-0563 (Ch.)	CULLMAN	19,324
(55) 456	Christ Chapel Loaves and Fishes 3051 Cloverdale Rd. Florence, AL 35633-1477	Blaine Hester 256-577-5559	LAUDERDALE	18,140
66) 458	Woodmont Baptist Church 2001 Darby Drive Florence, AL 35630	Jim Green 256-366-9443	LAUDERDALE	22,285
(57) 461	Faith Mission Outreach P.O. Box 935 Russellville, AL 35653	Dr. Wade Wallace 256-331-4483	FRANKLIN	63,206
(58) 470	Florence Blvd. M.B. Church 114 Mary Lee Drive Florence, AL 35634	Jim and Janice Hulsizer 256-764-4835	LAUDERDALE	0
(59) 477	The Huntsville Dream Center 2100 Memorial Parkway SW Huntsville, AL 35801	Fran Fluhler 503-4848	MADISON	242,731
(60) 490	Henagar Baptist Church P.O. Box 398 Henagar, AL 35978	Garland Day (605-2590) 256-657-4800 (Ch)	DEKALB	32,780
(6) 492	Russellville Dream Center	Shawn Reathford 256-332-4732	FRANKLIN	8,990
	206 Coffee Ave. NE Russellville, AL 35653			
(bZ) 502	Flat Rock Community Center	Sherry Lowery, Pantry Director 256-599-1518	JACKSON	88,506
	P. O. Box 235 Flat Rock, AL 35966			
(63)531	Liberty Church 300 First Ave. NW P. O. Box 274 Arab, AL 35016	Keith Hodges, Pastor 256-931-4673	MARSHALL	28,747

Food Bank of North Alabama

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Activity Status: ACTIVE, Date Filter: 10/01/14..09/30/15

No.	Name	Contact	County Code	USDA Pounds
(b 4) 534	Upper Sand Mountain Parish (Jackson Co.) P.O. Box 267 Sylvania, AL 35988	Tanya Rains (256) 638-2126	JACKSON	0
U ⁵)541	Brandon New Vision U.M.C. Hunger No More 1701 Cole Ave. Florence, AL 35630	Van Brown 256-760-8453	LAUDERDALE	0
561	Phil Campbell Ch. of God 3140 Hwy. 237 Phil Campbell, AL 35581	Chris Burns, Pastor 256-275-9902	FRANKLIN	4,735
563	The King's Bread P.O. Box 3573 Florence, AL 35630	Mike Clay, Pres. 256-627-4891	COLBERT	23,150
68 567	First Baptist Church-Cherokee Compassion Outreach Ministries P. O. Box 253 Cherokee, AL 35616	Christina Turberville 256-359-4325	COLBERT	15,375
576	LifePoint - Celebrate Recovery 700 Motley St. Albertville, AL 35950	Quinton Williams 256-891-5252/572-2296-cell	MARSHALL	26,739
70 590	Lincoln Village Preservation 100 Church St., SW Suite 100 Huntsville, AL 35801-4955	Sandy Newby, Pantry Director	MADISON	0
664	CASA of Jackson County 250 South Broad Street Scottsboro, AL 35768	Beverly Waldrop, Executive Director 256-259-3736/cell-256-299-7967	JACKSON	39,129
(1) 665	Ekklesia Ministries 3007 Hatch Blvd. Sheffield, 35660 AL	Katenia Fitzgerald 256-314-1700	COLBERT	0
(13) 672	The Huntsville Dream Center 2110 So. Memorial Parkway Huntsville, AL 35801	Fran Fluhler 256-503-4848	LIMESTONE	28,183
15000	Disaster Relief Madison County		MADISON	0

Grand Total:

2,044,949

STORAGE FACILITIES

ADDRESS: 2000-13 NEWYOR AVENUE
Huntsville, ML 35805
SIZE OF DRY STORAGE AREA: 14,718 SA W
SIZE OF REFRIGERATED AREA: 1,432 Sq. W.
SIZE OF FREEZER AREA: 1,182 Sq. (**)
ADDRESS:
SIZE OF DRY STORAGE AREA:
SIZE OF REFRIGERATED AREA:
SIZE OF FREEZER AREA:
ADDRESS:
SIZE OF DRY STORAGE AREA:
SIZE OF REFRIGERATED AREA:
SIZE OF FREEZER AREA:
ADDRESS:
SIZE OF DRY STORAGE AREA:
SIZE OF REFRIGERATED AREA:
SIZE OF FREEZER AREA:

USE ADDITIONAL SHEETS IF NECESSARY

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification,

(2)

such prospective participant shall attach an explanation to this prop	posal.
Organization Name	PR/Award Number or Project Name
KATNEWN Striddond SXECUTIVE DICECTOR	
Name(s) and Title(s) of Authorized Representative(s)	
Signature(s)	Date

Form AD-1047 (1/92)

ATTACHMENT D

Instructions for Certification

- 1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- 4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 6. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- 7. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Form AD-1047 (1/92)

CHILD NUTRITION PROGRAMS AUDIT CERTIFICATION

SPONSOR: 1500 Pan	L of NORTH IFL AGREE#:
	ProfitGovernmental Military BOE Title XX
	October 1 – September 30 January 1 – December 31 July 1 – June 30 Other
If a non-profit or governmenta	al organization, complete the following:
We expended less th completed fiscal year	an \$750,000 in total federal financial assistance during the most recently:
We expended \$750,0 completed fiscal year	000 or more in total federal financial assistance during the most recently . If so, complete the following:
We expended	d only CNP funds.
/ We expended	d federal funds from more than one program.
4 8	9-30-15
Signed	Date

The audit requirements for sponsors of the USDA Child Nutrition Programs are set forth by the Office of Management and Budget (OMB) in OMB Circular A-133 and in the USDA regulations. Sponsors must meet the audit requirements in order to participate in the programs.

- If the sponsor is a governmental or non-profit entity and expends \$750,000 or more in federal awards during its
 fiscal year period and receives funding from more than one type of federal program sponsor must submit an
 organization-wide A-133 audit. If the sponsor expends \$750,000 or more and only has one federal program –
 sponsor may submit a program specific audit. The audits are due within 30 days after issuance or no later than 9
 months after the end of sponsor's fiscal year.
- The sponsor must submit the required audit within the time frames. The audit regulations do not permit an extension of time beyond the 9-month period.
- The SDE audit staff will review the audit for compliance with applicable audit standards. If audit report is deficient, SDE will notify the sponsor of corrections needed. Audit report must meet standards within the 9-month due date.
- It audit report reflects findings and/or questioned costs, the sponsor should submit written corrective actions along
 with audit report. If not submitted, SDE will contact sponsor to respond within 30 days. SDE will work with the
 sponsor to resolve any findings pertaining directly or indirectly to CNP.
- When audit report is considered acceptable and resolved, SDE will notify sponsor in writing that audit file is closed.

Develormental

CIVIL RIGHTS NON-DISCRIMINATION STATEMENT

All State agencies, local agencies, or other sub-recipients are required to incorporate the following USDA nondiscrimination statement into all materials and sources, including Web sites, used to inform the public about Food and Nutrition Service's child nutrition programs:

"The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint-filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (in Spanish).

USDA is an equal opportunity provider and employer."

If the material is too small to permit the use of the full statement, the material shall include the following statement, in print no smaller than text:

"USDA is an equal opportunity provider and employer."

NOTE: Public notification materials that have the previous statement may be used until they are depleted; however, new forms and publications must be printed with the updated statement. Websites, online applications and IT systems should be updated immediately. We will provide updates to the statements and "And Justice for All" posters as they are received.

USDA COMMODITY AGREEMENT BETWEEN A SUB-OUTLET DISTRIBUTION AGENCY AND FOOD BANK OF NORTH ALABAMA

Food Bank & Soup Kitchen Program

Name of Sub-Outlet Distribution Agency	
Street Address	Mailing Address
City	tate Zip Code
Telephone	Fax
Contact Name	Title of Contact
Emergency Contact Cell Phone	Email
Area to be served (city/county/etc.)	
Number of Households expected to be served	d:
[The Sub-Outlet Distribution Agency, excluding profit, tax exempt organization and a copy of the file with Food Bank of North Alabama. Churche North Alabama stating that the agency is a church	Agency's IRS letter of tax exemption must be on s must have a letter on file with the Food Bank of
Local health department approval (is) (is not) rec site(s). If local health department approval is re- approval.	quired for operation of the food distribution quired, then the SDA (does) (does not) have such

In order to effectuate the purpose of implementing the Hunger Prevention Act of 1987 (PL 100-435), Food Bank of North Alabama, hereinafter referred to as the FOOD BANK, and the Sub-Outlet Distribution Agency, hereinafter referred to as the SDA, whose name and address appear above agree as follows:

The Food Bank agrees to distribute to eligible SDAs food items in accordance with the Regulations set forth by the United States Department of Agriculture (USDA) at 7 CFR, and the Alabama

Department of Education. The Food Bank agrees to provide clean, sanitary, and secure warehouse space for temporary storage of the USDA commodities. The SDA agrees to pay a shared maintenance fee up to but not to exceed the current Feeding America shared maintenance ceiling per pound to help defray the Food Bank's cost of handling the USDA commodities.

The SDA agrees to comply with all provisions of this agreement, regulations, and amendments hereto, and any instructions, policies or procedures issued in connection therewith. Specifically, the SDA agrees to conform to the following requirements:

- 1. Accept only the amounts of commodities that can be used without waste.
- 2. Provide adequate facilities for the handling, storage, and distribution of commodities and properly safeguard the commodities against theft, spoilage, or other loss. Donated foods shall not be sold, exchanged, or otherwise disposed of without the approval of the Food Bank.
- 3. Not charge any individuals for food distributed.
- 4. Each SDA site must maintain a record of: (1) the names and addresses of all persons or households receiving USDA foods; (2) the type of documentation used to determine need (income eligibility); (3) the date the food was distributed; and (4) signature of person receiving the food. Keeping records of household size is encouraged.
- 5. Maintain accurate and complete records to document the receipt, disposal, and inventory of commodities, as instructed by the Food Bank.
- 6. Retain all records for a period of four (4) years from the end of the federal fiscal year (Oct. 1 through Sept. 30) to which they pertain, or if applicable, until any audit exceptions are resolved.
- 7. Permit representatives of the Alabama Department of Education, or the USDA, or the Food Bank to inspect donated foods in storage, or the facilities used in the handling or storage of such donated foods, and to review or audit all records, including financial records, at any reasonable time.
- 8. Submit all reports required by the Food Bank. Failure to file timely reports may be basis for cancellation of the agreement.
- 9. Report promptly all instances of lost commodities to the Food Bank. Lost commodities are those which, for any reason, cannot be demonstrated by appropriate records or other satisfactory evidence to have been delivered to or to be available in good condition for delivery to needy persons or households for whom they were donated by the USDA. Commodities may be lost through theft; damage, spoilage, infestation, improper distribution, sale or exchange, diversion

to an improper use or other similar causes.

- 10. Distribute food only to households whose eligibility is determined in accordance with the State Eligibility Criteria listed on Attachment A.
- 11. Distribution rates for distributing USDA foods to households will be determined by the SDA based on quantities of foods available and participation data. Distribution rates will be required to meet the needs of participants who normally receive their allotment at their designated SDA site. Every effort will be made by the SDA to insure that each household receives an equitable allotment of USDA food.
- 12. The SDA will give priority to the homeless.
- 13. The SDA agrees to provide such information as may be required and to cooperate to the extent necessary to sustain an effective food distribution program.
- 14. The SDA agrees to operate its donated food program in compliance with all applicable State and Federal laws and all rules and regulations, and policies established by the USDA, the State Department of Education, and the Food Bank.
- 15. The SDA accepts full responsibility for compliance with the provisions of this agreement including potential liability for any commodities lost through negligence or improper distribution.
- 16. The Food Bank may distribute food to needy households at its site(s) or the Food Bank may distribute through other organizations called Sub-Outlets which in turn distribute to needy households through its site(s). Sub-Outlets or sites may not be added without prior approval of the State Department of Education. A copy of this agreement between the Food Bank and the SDA must be on file at the Food Bank.
- 17. Attachments A&B as updated and amended shall become part of this agreement.
- 18. Civil Rights Assurance: The Food Bank or, where applicable, the SDA hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (PL 88-351), Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 (PL 93-112), Age Discrimination Act of 1975 (PL 94-135) all requirements imposed by the regulations of the U.S. Department of Agriculture (7 and CFR, Part 15), U.S. Department of Justice (28 CFR, Parts 42 and 50), and FNS directives and regulations, to the effect that, no person in the United States shall, on the grounds of race, color, national origin, age, sex, or disability, be otherwise subject to discrimination under any program or activity for which the program applicant received Federal financial assistance; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.
 - "The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and

where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U. S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S. W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (in Spanish).

USDA is an equal opportunity provider and employer."

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use, Federal property and interest in such property or the furnishings of services without consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such a sale, lease or furnishing of services to the recipient, or any improvement made with Federal financial assistance extended to the program applicant by USDA. This includes any federal agreement, arrangement, or other contract with has as one of its purposes the provision of assistance such as food, and cash assistance for purchase or rental food service equipment or any other financial assistance extends in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the Food Bank or, where applicable, the SDA agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of Title VI, and permit authorized USDA personnel, during normal working hours, to review such records, books, and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, the USDA Food and Nutrition, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Food Bank or, where applicable, the SDA, its successors, transferees, and person(s) whose signature(s) appear below are authorized to sign this assurance on behalf of the program applicant.

19. The SDA agrees to notify the Food Bank within seven days when there is a change in the physical location of the food storage/distribution program and /or key personnel who either direct the SDA or administer its food distribution program. This agreement must be renewed and signed again by new personnel.

Alabama form

- 20. The SDA must review and agree to comply with the provisions of the Alabama Immigration Law in the Attachment C entitled, "ALABAMA IMMIGRATION LAW COMPLIANCE."
- 21. Effective period of Agreement: This Agreement shall become effective upon the date of receipt of the signed document at the Food Bank and shall remain in effect until terminated by either party. The agreement may be terminated upon 30 days written notice on the part of either party hereto, and the Food Bank may terminate this agreement immediately upon receipt of evidence that the terms and conditions of the agreement have not been fully complied with by the SDA. Any termination of the agreement by the Food Bank shall be in accordance with applicable laws, regulations, and policies. Upon any termination, the SDA agrees to comply with instructions of the Food Bank in regard to transfer of all donated commodities remaining in its possession or control.

Sub-Outlet Distribution Agency:	Food Bank of North Alabama				
Signature of Authorized Agent	Signature of Authorized Agent				
Title	Title				
Authorized agents of the Sub-outlet Dis Agency should check the appropriate boxe and initial. To complete your application, t documents must be included with your application. [Initial] Sub-Outlet Distribution has attached its E-Verify Program for Em Verification and Memorandum for Underst	es below hese two cation. Agency ployment				
initial) Sub-Outlet Distribution has attached its Affidavit of Alabama Improved Compliance by a Contractor of Food Bank	migration				

ATTACHMENT C:

ALABAMA IMMIGRATION LAW COMPLIANCE: Sub-Outlet Distribution Agency agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the Form I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, Sub-Outlet Distribution Agency shall not knowingly employ, hire for employment, or continue to employ any unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the Sub-Outlet Distribution Agency's hiring practices to execute an affidavit to this effect on the form supplied by the FBNA and return same to the FBNA. Sub-Outlet Distribution Agency shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum for Understanding and such other documentation as the FBNA may require to confirm Sub-Outlet Distribution Agency's enrollment in the E-Verify Program. Sub-Outlet Distribution Agency agrees not to knowingly allow any of its sub-contractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If Sub-Outlet Distribution Agency received actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the FBNA and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Sub-Outlet Distribution Agency shall require each of its sub-contractors, or other parties with whom it has a contract, to act in a similar fashion. If Sub-Outlet Distribution Agency violates any term of this provision, this agreement will be subject to immediate termination by FBNA. To the fullest extent permitted by law, Sub-Outlet Distribution Agency shall defend, consequential damages, expenses (including, but not limited to, attorney's fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to Sub-Outlet Distribution Agency's failure to fulfill its obligations contained in this paragraph.

FOOD BANK OF NORTH ALABAMA

P.O. BOX 18607 HUNTSVILLE, AL 35804 256-539-2256 ext. 103

	AGENCY AGREEMENT FORM
Date	
Name of Service Agency/Church	
Address	
-	
Agrees to and will comply with the fo	ollowing criteria as a recipient agency of Food Bank of North Alabama,
	empt status with the Internal Revenue Service or operate through a church
Must not sell, transfer, bar money, property or service	ter nor offer for sale the items supplied by the Food Bank in exchange for es, or otherwise allow the items to re-enter commercial channels. ency and registered and approved by the Food Bank.
4. Must be an agency that ser	rves the needy, the ill or infants (children). o its clients in the form of meals, snacks, or distribute packaged food for
emergency situations.	
Must have adequate refrigured and/or redistributed.	eration and storage space to ensure the wholesomeness of the food until
	tate and/or City as a food service establishment according to the service it
8. Must provide transportation	on to pick up food at the Food Bank warehouse.
	itoring by Food Bank representatives.
11. Must be agreeable to support contribution of14 ceta check showing the agence must be received by the Fo	ere to additional donor stipulations. orting the operation of the Food Bank with the suggested share ents per pound for food received. Shared contributions must be paid using ey's name, address and telephone number on its face. Shared contributions bood Bank no later than the tenth of each month, following the month the statements will be sent at the end of each month.
12. Agrees that no person shat Feeding America on the bage, marital status, disabit unfavorable discharge from applicable, political belongers.	all be denied access to food product sourced through the Food Bank or basis of race, color, citizenship, religion, gender, national origin, ancestry, ility, sexual orientation including gender identity or expression, om the military or status as a protected veteran, reprisal, sex, and where liefs, familial or parental status, if all or part of an individual's any public assistance program, or protected genetic information in
	olicies, procedures, and record keeping requirements of the Food Bank of
14. Must review and agree to	o comply with the provisions of the Alabama Immigration Law in the ABAMA IMMIGRATION LAW COMPLIANCE." (see attachment A).
Signature (of the Agency's Director)	Title

Date

Name (printed)

ALABAMA IMMIGRATION LAW COMPLIANCE: Contractor agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the Form I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, contractor shall not knowingly employ, hire for employment, or continue to employ any unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with the contractor's hiring practices to execute an affidavit to this effect on the form supplied by the FBNA and return same to the FBNA. Contractor shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum for Understanding and such other documentation as the FBNA may require to confirm contractor's enrollment in the E-Verify Program. Contractor agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If contractor received actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the FBNA and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Contractor shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If contractor violates any term of this provision, this agreement will be subject to immediate termination by FBNA. To the fullest extent permitted by law, contractor shall defend, consequential damages, expenses (including, but not limited to, attorney's fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to contractor's failure to fulfill its obligations contained in this paragraph.

FOOD BANK OF NORTH ALABAMA

P.O. BOX 18607 HUNTSVILLE, AL 35804 256-539-2256 ext. 103

a

FOOD REL	EASE FORM	
WHEREAS, Food Bank of North Alabama, Inc., herein provide and supply certain foods, foodstuffs, and relate 501c3 charity or a church congregation, hereinafter ref	ed items, as available to,	a
WHEREAS, the Donee has warranted to the Food Ban qualified member of its staff and found fit for human c		
THEREFORE, the Donee hereby warrants, represents	and guarantees as follows:	
expressed of implied, as to the purity or the fitness for 3. That all items accepted are accepted in an "as is" co 4. That the Donee will safely and properly handle the d and federal regulations. That the Donee will utilize emexperience and expertise in the evaluation, handling, d purposes, and will safely and properly judge, handle, d 5. That the Donee, because of the qualifications of its responsibility for the purity and the fitness for human c 6. That the donee will serve the products received as sefreshness. 7. That the Donee hereby warrants and guarantees to t donor, and Feeding America that it will hold them har of action, suits of law or inequity, or any obligation who Donee in connection with its storage and/or use of the	recifically disclaimed any warranties or representations, human consumption of any or all such donated items. Indition. Indition. Indition a manner that conforms to all local, state ployees or volunteers having sufficient training, stribution, and preparation of donated items for feeding istribute, prepare and use these items to feed. Personnel, as above specified, hereby accepts full onsumption of any and all items accepted. Personnel are possible to provide maximum palatability and the Food Bank of North Alabama, the original or primary material may and all liabilities, claims, losses, causes atsoever arising out of or attributed to any action by the tems supplied to it by the Food Bank. The editing of the feeding of the feed bank in	y
otherwise released by the primary donor or the Food B	ank.	
The undersigned hereby warrants that he/she is a legall name appears below and by his/her legal signature does limitations of this document of release.		
Dated this day of _	, 20	
Signature of Authorized Agent	Title	_
Name of Donee Organization	Street Address of Donee Organization	_

Telephone Number of Donee

City, State, Zip Code

FOOD BANK OF NORTH ALABAMA CODE OF CONDUCT

We will work with all of our agency partners to end hunger, but if an individual representing your agency acts in a way that is unacceptable to our code of conduct, we will revoke this individual's access to the Food Bank and potentially the partner agency relationship.

The activities outlined below are prohibited and designed to keep a positive, safe and cooperative environment for FBNA staff and visitors.

- Possession, use or being under the influence of alcoholic beverages or illegal drugs on FBNA's owned or leased property.
- Bringing onto FBNA's owned or leased property dangerous or unauthorized materials such as explosives, firearms, weapons or other similar items.
- Discourtesy, rudeness or threatening behavior/language to a fellow participant, staff member or volunteer.
- Verbal, physical or visual harassment of another participant, staff member or volunteer.
- Conduct endangering the life, safety, health or well-being of others.
- Failing to cooperate with FBNA staff members or follow basic FBNA guidelines.

I have read and I understand the Food Bank of North Alabama's Code of Conduct. I agree to abide by the rules described above and understand that I may be removed as a participant if I violate any of these rules.

Name of Organization	
Signature	
Date	

USDA ELIGIBILITY CRITERIA FORM 2015-16

Directions: Use one form for each head of household. Keep completed sheets for 3 years plus the current year. Use the back of this sheet for subsequent visits, but you must take clients through the 'means test' once per year.

back of this sheet for subsequent visits, b	out you must take clients thro	ugh the 'means test' onc	e per year.	
Name				
Last	First	Middle	-	
Address				
City	State	Zip		
Phone#	_	No. In Famil	y	
MEANS TEST				
You are eligible to receive food if your hincome guidelines or due to special circu				
 1. Proof of eligibility to receive 2. Proof of eligibility for Tempo 3. Proof of eligibility to receive 4. Income at or below 130% of t 5. Special Circumstances (Exam Explain If your total, gross household income is a 	orary Assistance to Needy I Supplemental Security Income the poverty level as indicated apple: fire, flood, illness, injection of the poverty level as indicated at or below the income listed	Families (TANF, formation (SSI). ted in the chart below. ury, etc.) for the number of people	erly AFDC).	
eligible to receive food and check #4 abo				
	of HHS 2015 Poverty			
Household Size	Per Year	Per Month	Per Week	
1	\$15,301	\$1,276	\$295	
2	\$20,709	\$1,726	\$399	
3	\$26,117	\$2,177	\$503	
4	¢24 525	\$2,620 \$607		

Household Size	Per Year	Per Month	Per Week
1	\$15,301	\$1,276	\$295
2	\$20,709	\$1,726	\$399
3	\$26,117	\$2,177	\$503
4	\$31,525	\$2,628	\$607
5	\$36,933	\$3,078	\$711
6	\$42,341	\$3,529	\$815
7	\$47,749	\$3,980	\$919
8	\$53,157	\$4,430	\$1,023
For each additional Family Member, Add	\$5,408	\$451	\$104

I certify that my yearly gross household income is at or below the income listed on this form for households with the same number of people as my household, OR that my household participates in the program that I have checked on this form, AND that I am a citizen of the United States of America and, as such, am entitled to receive state public benefits. To receive USDA product, I also certify that, as of today, my household lives in the area served by the Alabama Emergency Food Assistance Program. Program officials may verify what I have certified to be true. I understand that making a false certification may result in having to pay the State for the value of USDA commodities improperly issued to me and may subject me to criminal prosecution under State and Federal law. The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. If one wishes to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, http://www.ascr.usda.gov/complaint_filing_cust.html or at any USDA office, or call {866} 632-9992 to request the form. One may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail at U.S. Department of Agriculture, Director, Office of Adjudication, H00 Independence Avenue, S.W., Washington, D.C.20250-9410, by fax (202) 690-7442 oremail at program.intake@usda.gov.Individuals who are deaf, hard of hearing or have speech disabilities may con

ay Service at {800) 877-8339; or {800) 845-6136 (in Spanish). U	DA is an equal opportunity provider and employer.	
Signature	Date	

All agencies - write the date in the first column and have the **client** sign in the third column. If you distribute USDA items, write the total number of USDA units given to the client in the second column.

DATE	USDA UNITS	CLIENT SIGNATURE	DATE	USDA UNITS	CLIENT SIGNATURE
,					