

2018

APPLICATION PACKET



Dear Prospective Partner,

At Harvest Hope Food Bank, we believe that no one should go hungry. Every day, we provide food to our partner agencies in South Carolina to serve our neighbors in need because well-fed communities are better for us all.

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

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

Please feel free to contact me with any questions that you may have. We look forward to working with you in the future.

Sincerely,

Erica Y. Cheeks

Agency Relations Director, Harvest Hope Food Bank

echeks@harvesthope.org

The Application Process for Harvest Hope Food Bank runs from January 1 to September 1 of each year. All applications must be submitted in its entirety for consideration during this time frame. Any applications received incomplete or after the deadline will be returned to your organization.

Become a Partner Agency

Harvest Hope Food Bank works in partnership with 500 plus agencies in 20 counties throughout the Columbia Metro, Pee Dee, and Greater Greenville regions of South Carolina. Our partner agencies offer thousands of low-income South Carolinians groceries and/or hot meals. Any 501 c 3 nonprofit organization within our service area that provides free food to low-income persons *may be* eligible for partnership at the Food Bank.

First Considerations

Before beginning the application process, *please review carefully* the following information:

***Frequently Asked Questions**

***Considerations When Starting a Food Program**

***Requirements To Be A Partner Agency**

Frequently Asked Questions (FAQ)

How does my agency become a Food Bank partner? Your agency must meet the requirements set forth by the Food Bank and Feeding America to become a partner. An onsite visit is required prior to final approval. A partnership contract is signed if approved.

What geographic area does the Food Bank serve? If your agency is physically located in one of these 20 counties, you *may be eligible* to participate in the Food Bank's Shared Maintenance Program:

<i>Calhoun</i>	<i>Darlington</i>	<i>Greenville</i>	<i>Lexington</i>	<i>Orangeburg</i>
<i>Chester</i>	<i>Dillon</i>	<i>Kershaw</i>	<i>Marion</i>	<i>Richland</i>
<i>Chesterfield</i>	<i>Fairfield</i>	<i>Laurens</i>	<i>Marlboro</i>	<i>Saluda</i>
<i>Clarendon</i>	<i>Florence</i>	<i>Lee</i>	<i>Newberry</i>	<i>Sumter</i>

Are there any requirements regarding the number of persons served by our agency? Food pantries must be open at least twice a month for at least 2 hours each and serve at least 50 households. On-premise programs must serve meals at least once a week

How does my agency start receiving food? All approved partner agencies are invited to choose “product selectors” who will be allowed to have access to our inventory. All product selectors must complete an orientation class prior to their first time receiving food from the Food Bank.

Does the Food Bank charge for the food? Is there a partnership fee? There is no partnership fee and no direct fee for any product donated to the Food Bank. We do expect our partners to help with a portion of our storage and transportation costs. This comes to us in the form of a “Shared Maintenance Fee,” which is a handling fee assessed by pounds of food received. This shared maintenance fee ranges from \$0.00 to \$0.19 per pound.

How does and agency make this reimbursement? The Food Bank accepts only a partner Agency’s organizational check or organizational credit card. We *cannot* accept personal checks or cash! *Return checks will incur a \$25 return check fee in addition to the amount of the check.*

How often and when can we come in to get product? Currently agencies may come in up to five times in one week in order to secure enough donated product for distribution. However, there are limits to quantities of some items available during any one visit. Appointment hours vary by location.

Does the Food Bank deliver? We do not have the delivery option at this time. Deliveries are very limited and do incur a delivery fee. We prefer our Partner Agencies to come at the Food Bank facilities and provide their own transportation.

Where does the Food Bank food come from? Food and products are donated by various manufacturers, wholesalers, retailers, food drives and individuals; food is also supplied by USDA programs and purchased when needed.

What kind of food is available? The Food Bank receives almost any kind of product that may be found in a grocery store, including perishable and nonperishable items. However, we cannot guarantee specific products each time you come in to obtain food. We rely on donations, and those can change weekly, daily or even hourly.

What are the benefits of becoming a Food Bank partner? Let us do the food gathering for you. One of our principal missions is to empower our community. Releasing your time, energy and resources to provide services to low-income people rather than beating the bushes looking for food donations is one of the most profound gifts we can give to our partner agencies. Leveraging your funds and gifts with our resources means greater efficiency for all of our organizations. Additionally, our experience with a broad array of anti-hunger projects allows us to provide technical assistance to any partner agency regarding everything from program models to safe food handling and storage to public policy and advocacy.

Considerations when starting a Food Pantry Program

Space: In order to qualify for partnership with Harvest Hope Food Bank (HHFB), agencies must provide a secure, climate controlled environment in which to store HHFB product. Product must be stored off the floor at least 6 inches from the floor and wall.

Proper Use of food: Any food obtained from HHFB must only be used for the approved food program. It may not be used for other purposes (church anniversaries, barbeques for fundraising, etc.) In addition, under no circumstances can the food program require fees for food, nor can the agency require individuals to work or volunteer in order to receive food from the program. Agencies shall not store HHFB product at other agencies and shall not share Food Bank product with other agencies or organizations.

Staff and Staff Responsibilities: A solid staff is vital to operating an effective food assistance program. The staff can be comprised of paid employees and volunteers. Regardless of who operates the food program there are many responsibilities involved.

***The list that follows describes the duties involved with food program administration. While HHFB understands that many agencies may not have a different person to fulfill each responsibility, we recommend that each agency have at least two people to manage the food program.*

Food Program Management: The person who manages the food program serves as the liaison between the agency and HHFB. This person is the primary contact for HHFB.

Financial Management and Accounting: There are many costs associated with operating a food program. A food program must be financially responsible. All food programs are required to keep written budgets to account for purchases, donations, services and other expenses. Accurate record keeping is important because it enables agencies to make more cost effective decisions about food resources and related purchases.

Record Keeping: Record keeping is a very important part of operating a food program. All agencies are required to provide HHFB with specific information. This information must be recorded and submitted on a monthly service form located on the HHFB website (www.harvesthope.org). More details are provided during New Partner Orientation. Required information is as follows:

Food Pantries:

- a. Name and address of recipient
- b. Date of Service
- c. Number in household
- d. Ages of people in household

On-premise agencies:

- a. Dates meals are served
- b. The type of meal (breakfast, lunch, dinner, snack)
- c. Number of persons served at the meal

All Agencies must:

- a. Verify client Identity (Picture ID, etc)
- b. Identify the ethnicity of the people in each group served.
- c. Keep copies of HHFB invoices for three (3) years
- d. Keep copies of Monthly Feeding Reports for three (3) years

Fund Raising: The best financial resources that a food program can use are monetary grants from donors and foundations. Successful grant writing requires an effective grant writer. In addition, many food programs host or participate in various fundraising events to supplement their food program budgets. The types of fundraisers that a food program may organize include car washes, bake sales, pot luck dinners, and arts and craft fairs. ***Remember you cannot use Food Bank product for this!**

Food Resources Management: Managing the food that a program distributes or prepares for clients is a big task! The person who manages food resources should always know how much and what kind of food the program needs. This includes securing as many food resources for the program as possible and ensuring that food is picked up and arrives at the food program in a timely manner. Food programs must have access to a computer and internet to submit reports as well as correspond quickly and efficiently with Food Bank personnel. Client dietary needs: Address client concerns and improve services. Take into consideration dietary restrictions that clients may have.

Volunteer Recruitment: Almost every food program that works with HHFB is operated by volunteers from the community. The person in charge of volunteer recruitment finds volunteers to assist the food program with tasks such as unloading food from trucks, stocking shelves with food, preparing bags and distributing bags to clients. The person who manages the volunteers keeps their contact information on file and schedules them for specific shifts and tasks. The volunteer manager also logs volunteer hours and accomplishments so that the food program remains aware of volunteer contributions.

Client Service Coordinator: In order to be effective and efficient, each agency needs to establish policies for operating a food program. The person who coordinates client services works with clients and the community to determine how the pantry should more effectively address client concerns and improve its services. If clients have other needs that are not directly related to food, then the Client Service Coordinator should do his/her best to refer them to the appropriate resources.

Intake Coordinator: Many clients are intimidated by, or uncomfortable with, the thought of going to food programs for assistance. The person who coordinates the intake process for the food program welcomes new clients and explains how

the pantry works. The Intake Coordinator also records client information such as name, address and the number of individuals in the household.

Transportation: Since an agency is responsible for picking up its food from HHFB, they must have the appropriate vehicle to transport the food back to the program site. This means that the vehicle must be able to accommodate the total weight of any food order you pick up. Many of our current partner agencies own vehicles, rent them, or share transportation costs. *As long as the vehicle is clean and can accommodate the order, the type of vehicle you choose is up to you.* However, any open-bed vehicles must have a tarp to protect the food from the elements. Please review the list below to learn what types of vehicles agencies use and the approximate poundage that each type can carry:

- Cars can accommodate between 50-500 pounds of food
- SUV's can accommodate between 500-1,000 pounds of food
- Pick-up trucks can accommodate between 1,500-2,000 pounds of food
- Cargo vans can accommodate between 3,000-3,500 pounds of food
- Four-pallet box trucks can accommodate between 3,500-4,000 pounds of food
- Six-pallet box trucks can accommodate between 5,000 + pounds of food

Requirements To Become A Partner Agency

HHFB categorizes food programs into two basic types:

- A. **Emergency Food Pantry**-community based, nonprofit food assistance program most often found at churches, synagogues, mosques and social service agencies. Food pantries provide a limited amount of food (in bags/boxes) to individuals and families facing either food emergencies or ongoing food needs.
- B. **On-site Program**-A partner agency that serves food in its facility to low income persons such as senior housing centers, shelters, soup kitchens, residential treatment programs, etc. They are also referred to as 'on premise'.

Please note: Agencies cannot operate the food program out of a home or store product at a home. Any food from HHFB can only be used for the approved program. The agency must have transportation to and from HHFB to pick up food orders.

Community Need: There must be an established need in your community for a new food program. HHFB reserves the right to review the concentration of agencies in your community. If a food program already exists in your neighborhood, then it may be more beneficial to collaborate with them. Upon request, HHFB will provide a list of other agencies in your area that you may contact to discuss community-specific needs. These agencies may also offer opportunities for you to learn about food program activities in your community via network meetings.

501 (c) (3) : In order to be considered for partnership with HHFB, your agency must be designated a 501 (c) (3) tax exempt, public nonprofit organization by the Federal Government. An official copy of your organization's 501 (c) (3) determination letter must be submitted with your application. Further explanations will be required if the letter submitted with your application is under a different organization's name, such as an explanation of affiliation. For more information, visit the IRS website at: <http://www.irs.gov/app/pub-78/>. (This website shows all 501 c 3 exempt agencies registered with the IRS as a public charity).

An EXPLANATION OF THE 501 (c) (3) REQUIREMENT

The Internal Revenue Service has set the following guidelines regarding agency eligibility:

1. The agency receiving the food/product must be a tax exempt organization described in section 501 (c) (3) of the IRS code for charities.
2. The agency must use the food/product to serve the needy (51% or higher must be low-income, ill, disabled).
3. The use of food/product must relate to the reason why the agency is tax exempt.
4. The agency must not sell food/product, link the receiving of food/product to an act of making a donation or charge directly for meals.
5. The Food Bank must be able to prove to the IRS that the agencies to which it distributed food/product fulfill the requirements above.

In order for Harvest Hope Food Bank to be in compliance with these provisions, appropriate documentation of a client organization's 501 (c) (3) nonprofit for charity status must be received. Effective June 8, 2008, the IRS will no longer be

requiring double applications for newly formed organizations wanting to be recognized as public charities. The old five-year advanced ruling period has been abandoned in favor of a simpler process. Therefore, any new charitable organization that receives its 501 (c)(3) public charity designation on or after June 8, 2008 (or any 501 (c)(3) organization whose advance ruling period expiration date occurs on or after June 8, 2008) **MUST** submit to HHFB in your sixth year of operation Schedule A or IRS Form 990. HHFB will review IRS Publication 78 in the 7th year of your agency's existence to verify that your agency continues to be listed as a public charity.

If it is determined that the agency is no longer listed as a public charity, the agency will be terminated as a partner agency effective immediately.

These materials protect us all in making certain that Food Bank products are used for the sole purposes intended and in accordance with the laws that permit the donors of food to take tax deductions allowed. They also protect the agency and the Food Bank in maintaining our non-profit charitable designations.

South Carolina Secretary of State

Your agency must also be registered with the South Carolina Secretary of State as a registered nonprofit organization and be in good standing and in compliance. For more information, visit the South Carolina Secretary of State's website at <http://www.scsos.com/>

A Basic Business Plan

Each agency must have a basic business plan. This plan should include the following:

1. **Mission Statement:** An agency must have a clearly written, defined mission statement. The statement should explain your intentions and it should support the need for a food program in your community. Here is an example of a basic mission statement: *"The mission of the Country Harvest Pantry is to distribute food to the needy and refer them to community organizations for social services."*
2. **Food Program Budget:** Given that there are food costs, staffing costs, rent, etc., HHFB partner agencies must have a current budget for their food program. The Food Bank distributes food to agencies for a *shared maintenance fee* ranging from \$0 to \$0.19 per pound.

- 3. Criteria for Client Eligibility:** Your food program must have written guidelines for food program participation which state your requirements for participation, as well as guidelines for refusing service to clients. An agency must practice a nondiscriminatory policy. Agencies that serve specific populations (such as people living with HIV/AIDS or seniors) are exempt from this requirement. If you are interested in serving a specific population at your agency, please be sure to indicate this on your membership application.

For further information on developing a business plan for nonprofit please see use this link for Sample Ides.

https://www.bplans.com/nonprofit_food_bank_business_plan/executive_summary_fc.php

Please understand that no matter what type of food program you establish, you are expected to serve individuals regardless of their race, color, ethnicity, national origin, ancestry, creed, religion, sexual orientation, physical appearance, disability status, age, pregnancy, or any group membership.

All HHFB partner agencies are required to follow a weekly schedule throughout the year. An agency must be open during the days and hours reported to HHFB. Temporary changes to the days and hours of operation are permitted, but the agency must report those changes in writing as soon as possible to HHFB. The procedure is the same for an agency that wishes to change permanent distribution days and times.

Pantry programs must have regularly scheduled food distributions at least twice a month, for a minimum of two hours each distribution and must serve a minimum of **50** families.

Hot meal programs must have regularly scheduled meal times at least once a week.

Public Outreach

The agency must post a sign that indicates both the presence of the food program and the days and hours of operation. This sign must be clearly visible to the public and include the Civil Rights nondiscrimination statement. It may be part of a church marquee or the days and hours of operation may be written on poster

board that is at least 8.5"x 11". In addition, a sign must be placed on the outside door that clients use to access the pantry so they know which entrance to use. The agency must visibly publicize its presence and days and hours of operation in its community by distributing flyers or by listing its location, telephone number and days and hours of operation in a local newspaper or library. Agencies that serve only specific populations (such as those serving clients living with HIV/AIDS) are exempt from this requirement.

Food Safety & Sanitation Certificates

All HHFB partner agencies are required to have two certified safe food handlers in case the primary certified safe food handler is unable to supervise food preparation and meal service for some reason.

Equipment and Storage Requirements *The following equipment is required for all food programs:*

1. 18 cubic feet of dedicated refrigerator space (for use only by the food program)
2. 18 cubic feet of dedicated freezer space (for use only by the food program)
3. All units must have a cold storage thermometer in each compartment.
4. Temperatures must be maintained between 35°F and 40°F for refrigerators.
5. Temperatures must be maintained between -10°F and 0°F for freezers.
6. Dry foods must be stored at least 6" off the floor in a room that is between 50°F and 70°F.
7. Humidity levels between 50% and 60%
8. A hand washing sink must be accessible by food program staff and volunteers.
9. The storage space must be secure and accessible only by food program staff.
10. The agency should use containers with tight fitting lids. These containers are used to aid in the prevention of pest infestations for items such as beans, rice, grains, etc.
11. A working telephone located in the same area as the food program is required.
12. A computer, internet and email address must be accessible by the food program manager.

Program Specific Requirements Food

Pantry Programs:

1. Food pantry programs must be open a minimum of 4 hours twice a month and serve 50 or more households per month.
2. The agency must have operated a food pantry or an on premise feeding program at least 6 months prior to the date on the application.
3. The agency must post signs that indicate both the presence of the food program and the days and hours of distribution.
4. The agency must be willing and able to provide food to those in need without requiring the recipient to pay, pray, or work in order to eat or gain admission to the food distribution setting.
5. The agency must post a sign that states there is no fee or donation recommended or required, to obtain food assistance. *HHFB will provide this sign.*
6. The agency must adhere to all HHFB policies, as delineated in the Partnership Contract.

On Premise Programs:

1. Residential programs must provide a copy of an Occupancy Permit, DHEC and/or DSS license and current client contracts.
2. Please provide a copy of your County Health Department Report (DHEC), if applicable.
3. Please provide any Safe Food Handler's certificate recognized by county.
4. The agency must have operated a food pantry or an on premise feeding program at least 6 months prior to the date on the application.
5. Prepared meal programs must have meal times that occur at least once a week.
6. The agency must be willing and able to provide food to those in need without requiring the recipient to pay, pray, or work in order to eat or gain admission to the food distribution setting.
7. The agency must have at least two food handlers with certificates in safe food service.
8. The agency must have a stove with a hood (vent) to ensure proper air ventilation.

9. The agency must have an industrial dishwasher or a three-step dishwashing sink.
10. The agency must have a hand-washing sink separate from dishwashing sink.
11. The agency must have one dial stem thermometer to measure the temperatures of refrigerator, frozen and re-heated hot foods.
12. The agency must adhere to all HHFB policies, as delineated in the Partnership Contract.

Pest Control Requirements

HHFB partner agencies must have a pest control plan, a current contract with a licensed professional exterminator, and extermination logbook. The extermination logbook will hold your contract and receipts for each visit. This must be available for review when an HHFB representative visits your site. HHFB recommends monthly exterminator visits although some sites may require more frequent visits.

Document Checklist

Document Checklist

For an application to be complete, the following documents must accompany the application:

1. A copy of the organization's 501(c)3 – Federal Tax Exemption Status Letter **OR** written documentation of affiliation with a mainline denomination on the mainline denomination's letterhead
2. A copy of your organization's mission statement on letterhead
3. A current list of your board on letterhead
4. A copy of the program's brochure or service bulletin
5. A copy of the program's Incorporation with the South Carolina Secretary of State, indicating Active and In Compliance
6. A copy of the agency's basic business plan
7. A copy of the budget for the food program
8. A sample of your record keeping system, including your client intake form and copies of the last 3 months of your distribution records if applicable.
9. A **\$100 organizational check**—no starter checks or personal checks will be accepted
10. A signed and dated copy of the HHFB Partnership Contract
11. Any other supporting documentation requested by the HHFB Agency

Relations Department

12. A copy of your client intake form application
13. A picture of your distribution site to include pictures of dry and perishable storage areas as well as detailed direction to your location from the closest HHFB branch location

***All prospective applicants will be notified once their application is received. After your application is reviewed by the Agency Relations Department, the following will occur:

1. Application is denied due to over saturation of programs in the area, incomplete application, etc.
2. Application is pre-accepted and an interview is schedule for the prospective partner. From here the applicant will receive their final notification as to whether or not they are officially accepted as a partner agency. An in depth training and site inspection is then arranged.

***Please print legibly when filling out the application so that it does not cause a delay in processing.**



If you have any questions concerning the Application, please contact the area **Agency Relations Specialist for your county:**

For Calhoun, Chester, Fairfield, Lexington, Orangeburg, Richland and Saluda Counties
Erica Cheeks at echeeks@harvesthope.org or 803.254.4432 ext 1102

For Chesterfield, Clarendon, Darlington, Dillon, Florence, Lee, Marion, Marlboro, and Sumter Counties

Carl Goodson at cgoodson@harvesthope.org or 843.661.0826 ext 2102

For Greenville, Kershaw, Laurens, and Newberry Counties

Sheila Stansell at sstansell@harvesthope.org or 864.281.3995 ext 3104

**HARVEST HOPE FOOD BANK PARTNER
AGENCY APPLICATION -2018**

Organization Name: _____

Must match name on Organization's Check

Street Address: _____

City: _____ County: _____ State: _____ Zip: _____

Phone number for client services: () _____

Email address for correspondence: _____@ _____

Mailing address (if different): _____

City: _____ County: _____ State: _____ Zip: _____

Head of Organization: (Name) _____

(Title) _____

Primary Contact Person: _____

Primary Contact Person Phone Number: _____

Primary Contact Email address: _____@ _____

Alternate Contact Person: _____

Alternate Contact Person Phone Number: _____

Alternate Contact Email address: _____@ _____

1. Is your organization incorporated with the State of South Carolina? Yes No

*Please attach a copy of the program's Incorporation with the South Carolina Secretary of State, indicating Active and In Compliance

2. Is your organization part of a larger/parent organization? Yes No

*Please list the ...

Organization Name: _____

Address: _____

Phone: () _____

Is this organization legally liable for your program's operations? Yes No

2018 PARTNER AGENCY APPLICATION-continued

3. How long has your organization been in operation? _____

4. Does your organization have tax-exempt status under the 501 (c) 3 ruling from the Internal Revenue Service? Yes No

If you answered "Yes" to this question, you must submit a copy of the IRS confirmation letter. If your parent organization has a 501 (c) 3 status, you must submit their IRS confirmation letter. SC Sales Tax-exemption certificate is NOT acceptable.

5. Please give the organization's Federal Identification Number _____

Yours or your parent organization's

6. How did you hear about Harvest Hope Food Bank? _____

7. Please submit/attach on your organization's Letterhead the basic purpose/mission of your organization and who is eligible for your services.

8. Total number of families and individuals served through your program monthly

_____ = families _____ = Individuals

9. Describe your record keeping system: _____

10. What geographic area do you serve? _____

11. Are fees charged for food your organization distributes? Yes No

12. Your primary source of funding is: _____

13. Person to contact regarding billing/payments:

Name of person: _____

Title: _____

Phone Number: () _____

Email Address: _____

14. List 5 people authorized by your organization to select and transport food from Harvest Hope Food bank to your organization *and provide their phone number*:

Name	Phone Number
1. _____ () _____	
2. _____ () _____	
3. _____ () _____	
4. _____ () _____	

You must contact the food bank if these names should change. Any other person who comes to receive food, must have written proof of authorization on your organization's letterhead signed by the Head of the Organization.

15. Please describe the type of program for which you will use food bank food:

16. Is your facility handicapped accessible? Yes No

17. Please describe your current Plan of Action (POA) to serve disabled clients:

18. Please describe your current Plan of Action (POA) to serve non-English speaking clients:

19. Please describe your current Plan of Action (POA) for security measures at your facility to include food storage and staff/volunteer safety:

20. Describe your agency’s succession/volunteer retention plan. **Succession planning** is a process for identifying and developing new leaders who can replace old leaders when they leave, retire or die. Succession planning increases the availability of experienced and capable employees that are prepared to assume these roles as they become available. **(Please attach plan on agency letterhead).**

Days & Hours of Operation

DHEC approved kitchens are required for those serving meals or a letter from the local DHEC Food inspector as to what you can and cannot cook/heat/serve in your kitchen facility.

Day of the Week	Hours: please be specific
Sunday	
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	
Saturday	

Agencies will be required to abide by the following policies:

1. Food Pantry Programs must serve a minimum of 50 households per month and operate bi-monthly a minimum of 2 hours per distribution.
2. Meal programs must serve regularly scheduled meals at least once a week.
3. Churches are required to have distribution days/hours other than Sunday and cannot make attendance at a religious service a mandate for receiving food.

IF AT ANY TIME YOUR DAYS AND HOURS OF OPERATION CHANGE, THE FOOD BANK MUST BE NOTIFIED IN WRITING **PRIOR TO** THE CHANGE AND AN AGENCY UPDATE FORM MUST BE COMPLETED

HHFB PARTNERING PARTNER AGENCY AGREEMENT & AGENCY RELEASE

This Partner Agency Agreement made this ____ day of _____ 2018, by and between _____ (“Partner Agency Name”), _____ (“AG#”), a South Carolina non-profit, and **Harvest Hope Food Bank** (“Food Bank”), a South Carolina non-profit corporation.

WITNESSETH:

WHEREAS, Partner Agency is a non-profit corporation which is exempt from federal taxation pursuant to Section 501 (c) (3) of the Internal Revenue Code (“IRC”), or satisfies the Food Bank that it is a 501 (c) (3) equivalent; and

WHEREAS, The purpose of the Partner Agency is to provide assorted food and grocery items to low-income, needy, the ill, infants, and other qualified individuals who are in need of food; and

WHEREAS, Partner Agency desires to receive assorted foods and grocery items from the Food Bank in order to fulfill such purpose; and

WHEREAS, The Food Bank has agreed to provide such food to the Partner Agency, under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties intending to be legally bound and in consideration of the above-stated premises and other valuable consideration which is hereby acknowledged, the parties hereto agree as follows:

1. **Qualified Agency.** Partner Agency warrants that it is a tax exempt, nonprofit corporation as determined under Section 170 (e) 3 of the IRC and that the Partner Agency upon written request from the Food Bank, will provide the Food Bank with the determination letter from the Internal Revenue Service (“IRS”) indicating that it continues to be a tax exempt organization under Section 501 (c) (3) of the IRC, or the Partner Agency will provide proof that it is a 501 (c) (3) equivalent, to the Food Bank’s satisfaction.
2. **Establishing A Food Bank Account**
 - a) New agency accounts will be initiated as “Check Agency” for a period of at least six months. “Check Agency” status will remain in effect until such time that the Partner agency provides the Food Bank with a written request for credit terms. Credit terms are subject to final approval by the Food Bank.
 - b) Agency agrees to pay the handling fees assessed for inventory received from the Food Bank.

3. **Warranty upon Delivery and Pick-up.** Partner Agency warrants that any food delivered by the Food Bank to the Partner Agency at any of its food distribution sites, or picked up at the Food Bank by the Partner Agency, shall immediately be duly inspected upon delivery or pick-up and determined to be fit for human consumption. Acceptance of such food upon delivery shall be sufficient for purposes of this agreement that the Partner Agency has found the food to be fit for human consumption, unless otherwise indicated by calling the Food Bank no later than 24 hours from the time of delivery or pickup. At this time, the Food Bank will make a determination as to giving the Partner Agency credit for the product, and what is to be done with said product.
4. **No Warranties.** All food delivered to or picked up by the Partner Agency will be accepted “as is” by the Partner Agency and will be subject to no warranties, either implied or expressed as to the quality or the merchantability of such food. The Food Bank, any original donor, and Feeding America expressly disclaim any implied warranties of merchantability or other warranties either expressed or implied as to the quality or fitness of such food for human consumption.
5. **Release.** Partner Agency agrees to release both the original donor, the Food Bank, and Feeding America from any liability resulting from the conditions of any food provided to the Partner Agency by the Food Bank and further agrees to indemnify and hold the Food Bank, Feeding America, and the original donor free and harmless against all and any liabilities, damages, losses, claims, causes of action, and suits of law or equity in connection with the Partner Agency’s storage, distribution or other use of such delivered food.
6. **Prohibition of Sale or Exchange.** Partner agency shall not sell or exchange for property or services any food which is delivered to it by the Food Bank. *Partner is prohibited from engaging in 3rd party distribution and/or providing inventory received to any other organization or entity other than programs for which the agency was approved for membership.*
7. **Use for Tax Exempt Purpose.** Partner Agency agrees to adhere to donor requirements pertaining to all donated product and shall not use any of the food which is delivered to it by the Food Bank in any manner other than for carrying out its tax exempt purpose of providing food for qualified individuals who are eligible for receipt of such food.
8. **Civil Rights Compliance.** Agencies will 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, sexual orientation

including gender identity, unfavorable discharge from the military or status as a protected veteran, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. In addition, recipients will not be required to be a member of any organization or to participate in any religious services as a condition for distribution or receipt of Emergency Food.

9. **Monitoring.** Partner Agency agrees to cooperate with the Food Bank in allowing it to conduct yearly visits to any food distribution site in order to assist, advise, and inspect such site for determination of safe handling and proper food storage, and distribution of donated goods which conforms to all local, state and Federal regulations, and compliance with this agreement and the policies and procedures of the Food Bank. If Harvest Hope Food Bank so determines, more frequent site visits may be required. *Visits may be announced or unannounced.*
10. **Record Keeping and Reporting.** Partner Agency agrees to keep adequate records at its distribution site at all times which shall provide a sufficient audit trail for the Food Bank to determine what food has been received from the Food Bank and how such food has been distributed by such Partner Agency. Records include: invoice copies, client distribution reports, temperature logs, and statistics reports. *Partner agrees to report monthly service statistics to the Food Bank by the 1st of each month for its prior months' service.* Such information shall be available at the distribution site for inspection by the Food Bank at any time upon request.
11. **Food Safety Certification.** Partner Agency shall meet the minimum requirement of securing and maintaining food safety certification appropriate to its distribution type. As well as maintain adequate storage space (dry, refrigerated & frozen) to ensure the integrity of the food until used or distributed.
12. **Restriction on use of Name of Food Bank.** Partner Agency shall not use the name of the Harvest Hope Food Bank, Food Bank, or any variation thereof in any promotional event, news story, solicitation, or any other activity without prior written consent of the of the Food Bank Executives. The Partner is required to prominently display the Harvest Hope Food Bank Official Partner Agency placard at its distribution sight at all times. Preferably near the posted days and hours of operation.
13. **Policies and Procedures.** Partner Agency agrees to abide by any policies and procedures set forth by Feeding America, Harvest Hope Food Bank, USDA, South Carolina Department of Social Services (SCDSS), South Carolina Department of Health and Environmental Control (DHEC), OSHA, AIB and any other local, state or federal entities governing food distribution programs and their compliance. In addition, the Partner shall strictly comply with the Food Bank policies and procedures, as amended, a copy of which the Partner Agency acknowledges as receiving and is incorporated herein by reference thereto.

14. **Default.** Notwithstanding anything to the contrary to the policies and procedures, any material breach by either party shall be grounds for immediate termination of the Agreement. Furthermore, each party reserves the right to pursue whatever remedies are available by law or equity to enforce the provisions of this Agreement, notwithstanding the right to terminate this Agreement upon default.

15. **Miscellaneous.**

(a). Notices. Any and all notices, designations, consents, offers, acceptances, or other communications provided for shall be given in writing to the following address:

(1.) **FOR PARTNER AGENCY:**

FOR THE FOOD BANK:

Agency Relations Department

Harvest Hope Food Bank

P.O. Box 451

Columbia, SC 29202

(b) **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof and the Agreement shall be construed in all respects as if such invalid or unenforceable provision was admitted.

(c) **Modification.** No change or modification of this Agreement shall be enforceable against any party unless the same be in writing and signed by the party against whom enforcement is sought.

(d) **Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof. This Agreement may not be changed, waived, discharged, or terminated except by an instrument

in writing duly executed by the party against whom such change, waiver, discharge, or termination is sought to be enforced.

(e) **Binding Agreement.** The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties hereto and the respective legal representatives, successors, and assigns.

(f) **Jurisdiction.** This Agreement has been made and shall be construed, enforced, and governed in accordance with the laws of the State of South Carolina.

(g) **Replacement.** This Agreement replaces and supersedes the previous Basic Agreement between the Partner Agency and the Food Bank.

IN WITNESS WHEREOF, the parties hereof have executed this Agreement on and as of the date and year first hereinabove set forth.

PARTNER AGENCY

BY:

TITLE:

HARVEST HOPE FOOD BANK

BY:

Erica Y. Cheeks

TITLE:

Erica Y. Cheeks,

Agency Relations Director

2018 PROBATION/SUSPENSION/EXPULSION POLICY

Harvest Hope Food Bank at its own discretion, reserves the right to monitor each and any Partner Agency at any time to ensure compliance standards are being met.

POLICY VIOLATIONS:

1. Exchanging donated food /products for money, property (including other food items) or services.
2. Removal of donated food/products from on-site program for private use.
3. Using donated food/products in a manner that is not related to the exempt purposes of the Food Bank.
4. Violation of the Agency Agreement & Agency Release with the Food Bank.
5. Delinquency in reimbursement of shared maintenance contributions and/or delivery costs.
6. Improperly storing, refrigerating or transporting donated food or other product.
7. Improperly stockpiling of donated food/products.
8. Violation of any federal, state or local statute, ordinance, code or regulation.

DISCIPLINARY ACTIONS

PROBATION:

A Partner Agency may be placed on probation for a period not to exceed one year if found to be in violation. Notification must be in writing. The Agency Relations Director has the authority to place Partner Agencies on probation. The Partner Agency may appeal its probationary status to the Agency Relations Director by delivering such appeal within 10 working days, in writing. The purpose of the probationary period is to place a Partner Agency on notice that it must bring its program into compliance or face suspension or expulsion. During the probationary period, the Partner Agency retains all rights and privileges. If the violation is not rectified by the end of the probationary period, the Agency Relations Director shall have the authority to extend the probationary period or to suspend the Partner Agency. The Partner Agency may appeal this decision as previously outlined. A Partner Agency's probationary status is terminated when one of the following occurs: *(1) The Partner Agency satisfies the Agency Relations Director that the violation has been rectified, or (2) The Partner Agency has been suspended or expelled.*

SUSPENSION/EXPULSION:

A Partner Agency may be suspended or expelled, without first being placed on probation, if found in violation of violations 1, 2, 3 or 4. All other violations must be preceded by a probationary period for the violation in question or another non-related violation. The Agency Relations Director may implement a suspension/expulsion which results in the agency losing all the rights and privileges of a Partner Agency as well as its status as such. At the end of a suspension period, an agency may re-apply to become a Partner of the Food Bank, however, once expelled an agency may never apply for partnership again.

AGENCY NAME _____

Agency Representative Signature

Date

2018 PARTNER AGENCY RESPONSIBILITIES

New Applicants are required to submit a non-refundable \$100 application fee (by Organization Check ONLY). *No personal checks and no cash.* This \$100 application fee covers the costs of a required site visit to potential member agencies along with application processing, file upkeep and monthly mailings.

Follow-up site visits are conducted every year. These site visits may be announced or unannounced. Upon each agency's yearly inspection and renewal a fee of \$60.00 will be due along with updating your agency paperwork. This renewal fee helps offset the cost such things as trainings and conferences as well as helps to purchase needed product during the "slow" times of the year when donations (both monetary and food) may be little to none.

Partnering agencies contribute to a shared maintenance fee for food and nonfood products received. Partners **ARE NOT PAYING FOR THE PRODUCTS RECEIVED.**

Shared maintenance revenues offset the costs of transporting, sorting, cleaning and repackaging donated products. Shared maintenance fees are on a sliding scale of \$0.00 to \$0.19 cents per pound of food received. Please speak with the Agency Distribution Representative or your Agency Relations Representative if you have any questions about the assessment of shared maintenance fees.

All Harvest Hope Food Bank partner agencies must call the food bank warehouse in advance at either the Columbia location (803)254-4432 ext. 1121, the Florence location at (843)661-0826, or the Greater Upstate location at (864) 281-3995 to make an appointment to receive food. All partnering agencies must also present their food bank membership card upon arrival at the warehouse.

Partner Agency Signature

Date

2018 Shared Maintenance Fee

WHAT IS SHARED MAINTENANCE FEE (SMF)?

Harvest Hope Food Bank asks partnering agencies to contribute to a shared maintenance fee (SMF) to help cover the cost of transportation, sorting, cleaning and re-packing donated products. The shared maintenance fee enables a community to operate one food distribution system, which in turn saves individual organizations the high cost of storage, personnel and transportation. While a large percentage of our product is donated, the freight costs are not.

By using Harvest Hope Food Bank, the individual partner agency will neither have to order large quantities of food nor will they have to worry about proper storage or additional volunteers and/or personnel. This is the most efficient and effective use of both food and financial donations. Shared maintenance fees are charged by weight, and are never related to the value of the product. The shared maintenance fee at Harvest Hope Food Bank ranges from \$0- \$0.19 per pound. *However, the average SMF per pound per year paid by partnering agencies of Harvest Hope averages 0.04 cents per lb.*

WHY ARE SHARED MAINTENANCE FEES NECESSARY?

Food banking has strong support from the food industry as well as from the Food Marketing Association and the Grocery Manufacturers Association. Major corporations, which donate many millions of pounds of product annually to food banks, helped create the shared maintenance handling fee idea. It is a way to help pay about one half the cost of safely and responsibly moving the product from the point of donation to non-profit agencies directly serving people in need. Individual food banks and Feeding America are responsible for raising the other part of the cost. Every two years, Feeding America and food industry representatives determine a maximum "Cap" on the handling fee. The Shared Maintenance Handling Fee is based on four principles:

1. The fee, though small, puts a value on the product and promotes prudent, responsible shopping by partnering agencies using the food bank.
2. It creates an audit trail that can be followed by standard audit procedures. The audit trail is used to assure that the intent of the donor is carried out.
3. It produces a "base funding" for food banks at about one half the cost of "doing business" that increases and decreases with the level of business activity. This helps prevent cash flow emergencies. This includes collecting, sorting, repackaging and transportation of food product.
4. It spreads part of the cost of food banking across the area served (20 SC counties) with agencies in each county contributing a share proportionate to the amount of product distributed in that county.

*Feeding America mandates that no more than 40% of a member food bank's source of revenue be shared maintenance. Harvest Hope's is well below the mandate.

Partnering Agency Representative Signature

Date

**2018 Church/Temple Status Form IMPORTANT
– READ CAREFULLY**

To all Churches / Temples applying for member status:

Harvest Hope Food Bank welcomes churches and temples as member agencies. Donated food product received from Harvest Hope Food Bank must only be used to benefit the needy and must **not** be sold or exchanged for other goods (Please see the Probation/Suspension/Expulsion Policy included with the application).

In order to affirm your church/temple's status ***you must submit a letter from your chief executive officer on your church/temple's letterhead affirming that the organization is, in fact, a church/temple and meets the following criteria employed by the IRS in defining a church/temple:*** (attach appropriate document)

- ▶ A distinct legal existence
- ▶ A recognized creed and form of worship
- ▶ A definite and distinct ecclesiastical government
- ▶ A formal code of doctrine and discipline
- ▶ A distinct religious history
- ▶ A membership not associated with any (other) church or denomination
- ▶ A complete organization of ordained ministers ministering to their congregations
- ▶ Ordained ministers elected after completing prescribed courses of study
- ▶ A literature of its own
- ▶ Established places of worship
- ▶ Regular congregations
- ▶ Regular religious services
- ▶ Sunday schools for religious instruction for the young
- ▶ Schools for the Preparation of Its Ministers

Please also provide a copy of any official / tax / legal documentation supporting the above criteria. If you have any questions, please call Erica Cheeks, Agency Relations Director at (803) 2544432 ext. 1102

We are sorry, but we cannot accept your application without this requested information.

Agency Name

Signature of Executive Officer (Pastor)

****Please attach copy of Pastor's Ordination letter assigning them to the church/temple.***

Final checklist:

- ▶ \$100 Non-refundable Organizational Check (no start checks will be accepted).
- ▶ Pages 15-27 reviewed and signed
- ▶ Attachments:
 - a. Copy of S.C. Secretary of State's Incorporation Letter *Indicating active and in compliance*
 - b. Copy of IRS 501 (c) 3 Confirmation Letter
 - c. Copy of Federal ID Paperwork
 - d. Purpose and Mission of Organization on Letterhead
 - e. Copy of By-Laws
 - f. Copy of Newsletter or Church Bulletin
 - g. Copy of current budget for program to include invoices from the last 3 months
 - h. Copy of record keeping forms for service
 - i. Copy of Current Pest Control Contract
 - j. Copy of most recent audits (financial, program, etc)
 - k. Copy of Pastor's ordination letter assigning them to church/temple
 - l. Detailed direction to distribution site
 - m. Pictures of distribution site to include pictures of dry and perishable storage

Please mail completed application (pages 15-27 and attachments) along with \$100 Application Fee via your Agency Check to:

***Please note we cannot use starter checks from banks.**

**HHFB- Agency Relations Dept.
ATTN: 2017 Application for Partnership
P.O. Box 451 Columbia, SC 29202**