



**9Cares Food Drive and COMPA Food Bank Ministry
Provider Partner Application**

(Note- This form must be typed or printed clearly)

This application is for the 9Cares Food Drive ONLY.
 This application is for both the 9Cares Food Drive and to become a COMPA
Provider-Partner. (CHECK ONLY ONE)

Date _____

Your completed application must include the following items:

1. Completed Application Form
2. *Completed and signed Provider Partner Guidelines and Agreement Form
3. Completed and signed Liability Release Form
4. A photocopy of you IRS/US Dept. of Treasury Letter of Determination that states your 501 (c) (3) tax-exempt status.

*** Include this only if also applying to become a COMPA Provider-Partner.**

ORGANIZATION INFORMATION:

Name of Organization _____

Mailing Address _____

City _____ State _____ Zip Code _____ - _____

Food Storage and Distribution Address _____

City _____ State _____ Zip Code _____ - _____

Phone No. _____ Public Phone No. (if different) _____

Fax No. _____ E-mail Address _____

Program/Organization Director Name _____

Contact Person _____ Title _____

Please check any of the following, if information can not be published: Address _____
Phone _____

What zip codes are served? _____

Who are the primary recipients of the program? _____

How many people does the organization feed each week? (if these numbers have increased from previous years, please provide supporting documentation.)

Families (mom, dad, kids) _____ Number of individuals _____

Single Parent Families _____ Number of individuals _____

Senior Citizens _____ Number of individuals _____

Singles _____

TOTAL NUMBER OF INDIVIDUALS SERVED EACH WEEK = _____

Of this total number, how many are children? _____

What type of program is operated?

On-site feeding program _____

Food bank/pantry _____

Combination _____ Please describe _____

What are the days and hours of operation?

Days _____

Hours _____

Has the Health Department inspected the organizations facilities? Yes ___ No ___ if so, when was the last inspection? _____

How does the organization determine client eligibility? _____

Does your program charge for the food? Yes ___ No ___ If Yes, please explain _____

Briefly state why you wish to partner with COMPA and/or 9 Cares to feed the poor.

We attest that the information provided on this application is true and accurate to the best of our knowledge. We further agree that if we are accepted as a Provider Partner by COMPA and/or 9 Cares, we will follow all policies, procedures, and Provider Partner guidelines required by COMPA and/or 9 Cares. Additionally, we agree to complete periodic audits as required by COMPA and/or 9 Cares and will allow COMPA and/or 9 Cares access to our facilities for periodic on-site audits.

Signature, Chairperson, Board of Directors

Phone _____

Print Name

Signature, Organization Executive Director

Phone _____

Print Name

**COMPA FOOD BANK MINISTRY
PROVIDER PARTNER
GUIDELINES AND AGREEMENT**

(Read and complete this agreement, if applying to become a COMPA Provider-Partner.)

AGREEMENT BETWEEN COMPA FOOD BANK MINISTRY AND _____
_____ (NAME OF ORGANIZATION)

The purpose of this agreement is to define the services that will be provided to _____
_____ (Name of the organization,
hereafter referred to as “Provider Partner”) by COMPA Food Bank Ministry (hereafter
referred to as COMPA) and the duties and responsibilities of the Provider Partner.

The mission of COMPA is to serve and provide food for local hunger-relief programs,
who are distributing food in the Rocky Mountain region. These programs are located in
churches, food pantries and neighborhood agencies. COMPA provides this food free of
charge, with no strings attached, and we require that our agencies do so as well.

COMPA is a 501 (c) (3), Not For Profit Corporation, operating to serve the ill, needy, or
infants, as defined by IRS regulations. The purpose of COMPA is to acquire surplus and
distressed food from within the food industry and the community and redistribute it to
tax-exempt organizations as defined in section 501 (c) (3) of the Internal Revenue
Service Code. COMPA is often able to manage truckloads of bulk and loose food and
produce that other agencies are unable or unwilling to handle, sort and/or package.

The undersigned authorized agents of the Provider Partner agree to and will comply with
the following criteria in order to participate in the COMPA food distribution program.

- A. The Provider Partner must have 501 (c) (3) federal tax-exempt status and provide a copy of the IRS tax-exempt letter to COMPA.
- B. The Provider Partner must provide COMPA with their Federal Employer Identification Number (EIN) issued by the IRS.
- C. The Provider Partner must serve the ill, needy or infants as defined by IRS regulations.
- D. The Provider Partner must:
 - a. Distribute directly to clients packaged and bulk food products for emergency situations or supplemental support.
 - b. Serve food directly to clients in the form of meals.
- E. The Provider Partner, its employees, volunteers, nor clients must NOT sell or offer for trade or sale, any food received from COMPA.
- F. The Provider Partner must provide transportation to pick up its food allotment at the COMPA warehouse or designated pick up site.
- G. The Provider Partner must have adequate facilities to sort, store, and distribute food.
- H. The Provider Partner agrees to abide by all Federal, State, and Local regulations with regard to food, food safety and handling, and storage.

- I. The Provider Partner agrees to maintain adequate refrigeration to insure wholesomeness of food until it is used or redistributed.
- J. The Provider Partner agrees to the monitoring of its food program(s) by COMPA staff and/or volunteers at least annually, and at other times deemed appropriate by COMPA.
- K. The Provider Partner agrees to maintain accurate records of recipients including basic demographics and inventory. These records must be made available to COMPA during any monitoring visits.
- L. The Provider Partner agrees to maintain accurate records regarding the specific numbers served each week. These records must be made available to COMPA during any monitoring visits.
- M. The Provider Partner agrees to maintain accurate records regarding the total amount of food acquired by their program and the percentage of that amount provided by COMPA. These records must be made available to COMPA during any monitoring visits.
- N. Products will only be distributed directly to the designated Provider Partner agency. Products will NOT be distributed to a “designee” of the Provider Partner.
- O. The Provider Partner understands that some food items are in limited supply and that the distribution of these items is at the discretion of COMPA.
- P. In the event that COMPA determines that any terms of this agreement have been violated, COMPA has the right to take corrective action, including the termination of the Provider Partner from the COMPA program.

The undersigned agrees that their organization is tax-exempt under Section 501 (c) (3) of the Internal Revenue Code and is a recipient of goods and services of COMPA. The goods distributed by COMPA are to be redistributed to individuals in need in accordance with requirements of Section 170 (e) (3) of the Internal Revenue Code.

I have read and understand this document. If I should violate any rule, COMPA will have the right to suspend the Provider Partner during any investigation period. COMPA will further have the sole discretion of determining the consequences of any rules violation that can range from reprimand to termination.

Signature, Chairperson, Board of Directors

Phone _____

Print Name

Signature, Organization Executive Director

Phone _____

Print Name

**COMPA FOOD BANK MINISTRY
PROVIDER PARTNER
RELEASE OF LIABILITY**

(For COMPA Provider-Partner and/or 9Cares Food Drive Applicants)

This agreement is between COMPA Food Bank Ministry (COMPA) and/or 9Cares and _____ (Name of the organization, hereafter referred to as “Provider Partner”).

The agreement is dated this _____ day of _____ 20 ____.

As a participant of the COMPA and/or 9 Cares food distribution program, the Provider Partner will receive various assorted food products from COMPA and/or 9 Cares. Accordingly, the Provider Partner:

1. Agrees that it is solely responsible for determining whether the food they have received from COMPA and/or 9 Cares is fit for human consumption.
2. Acknowledges that it accepts all food from COMPA and/or 9 Cares, “**AS IS.**” COMPA and/or 9 Cares and the original donor/provider expressly disclaim any implied warranties of fitness or merchantability for any particular use. There are no express warranties in relation to this gift of food. No person is authorized to give any warranties on behalf of COMPA and/or 9 Cares or to assume any liability for COMPA and/or 9 Cares.

The Provider Partner releases COMPA and/or 9 Cares and the original donor/provider from any liability resulting from the condition of donated food. The Provider Partner further agrees to indemnify and hold harmless COMPA and/or 9 Cares and the original donor/provider from all liabilities, damages, losses, claims, causes of action at law or equity, or any obligation whatsoever arising out of or attributed to any action of the Provider Partner or any personnel employed by the Provider Partner on connection with storage or use of donated food.

Authorized Signature of Provider Partner Organization:

Provider Partner Organization

Executed by (Signature): _____

Title _____

Print Name and Title