



**AGENCY AGREEMENT**

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**Agency Name**

**Date**

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**Address**

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**City**

**Zip**

**Phone**

The above named agency agrees to comply with the following requirements of Second Harvest Food Bank of San Joaquin and Stanislaus Counties. Please read each requirement below carefully and initial as confirmation that you have read and understand the designated requirements. The agency must:

1. Confirm that all product received from Second Harvest Food Bank will be used solely to assist low-income, elderly persons, infants and others in need. It is **NOT** for your personal use by your feeding program. Product must stay in your county. \_\_\_\_\_ *INITIAL*
2. Confirm that product received from Second Harvest Food Bank will be used in a manner consistent with the agency's purpose, as stated in the agency's Articles of Incorporation. \_\_\_\_\_ *INITIAL*
3. Meet the IRS eligibility requirements for receipt, transfer and use of donated food under section 170(e)(3).
4. Confirm that no product received from Second Harvest Food Bank will be sold, offered for sale, transferred, bartered for money, other properties, personal gain, or services. If a food recipient wishes to make a donation, it cannot be done in conjunction with, nor have any relation to, the receipt of food. \_\_\_\_\_ *INITIAL*
5. Product may not be transferred to another agency; product obtained by an agency must be used by the same agency. The agency must agree to immediately contact Second Harvest Food Bank in case of damage, loss, or theft of product. \_\_\_\_\_ *INITIAL*
6. Safely and properly handle the donated goods, which conforms to all Local, State, and Federal regulations.
7. Adhere to additional donor stipulations.
8. May not require the attending of any religious service or meeting as a prerequisite to receiving food. \_\_\_\_\_ *INITIAL*
9. Confirm that it 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. \_\_\_\_\_ *INITIAL*

10. Abide by all restrictions placed on any product received from Second Harvest Food Bank. The agency must be able to pick up product from Second Harvest Food Bank.
11. Agree to submit, by the 10<sup>th</sup> of each month, a monthly unduplicated count and demographics of individuals served. \_\_\_\_\_ *INITIAL*
12. Agree to submit the most updated and current Certificate of Liability Insurance for the agency upon each renewal of the insurance policy. The certificate must name Second Harvest Food Bank as a Secondary Insured, clearly state the name of the agency, and list the address or addresses where the food is physically stored. \_\_\_\_\_ *INITIAL*
13. Maintain record keeping systems on file for five (5) years to track the following information. Name, number in household, and when possible address or phone number of all clients served. \_\_\_\_\_ *INITIAL*
14. Maintain copies of invoices from Second Harvest Food Bank for three (3) years. \_\_\_\_\_ *INITIAL*
15. Maintain food storage facilities that meet State of California Health Department requirements, including dry, frozen, and/or refrigerated storage. Storage areas should be kept clean at all times.
16. Any and all handling fees can be placed on your Agency account (limit of \$250.00) or can be paid with a company check, cashier's check, or money order (No Cash Please). Please turn your invoice into your accounts payable department as soon as possible to ensure payment on account.
17. Agree to be available for monitoring visits at any time by authorized Second Harvest Food Bank personnel. Monitoring may be conducted without prior notification and will take place at least every other year. Monitoring will be limited to areas pertaining to product collection, storage, distribution, and related record keeping procedures.
18. Agree to inform Second Harvest Food Bank of any changes in contract names, addresses, phone numbers, services provided, and other relevant information. \_\_\_\_\_ *INITIAL*
19. Adhere to the rules and regulations of Second Harvest Food Bank of San Joaquin and Stanislaus Counties and Feeding America, and any government laws that may be applicable to the agency from time to time.
20. Confirm that a food safety training certificate is held by a current member of your agency's food pantry and renewed by its expiration as required by Feeding America. If the holder of the food safety certificate is no longer involved with your agency's food pantry at any time, the food safety certificate must immediately be obtained by a current member of the agency. \_\_\_\_\_ *INITIAL*
21. Confirm that an agency representative will attend all mandatory meetings. \_\_\_\_\_ *INITIAL*

**FAILURE TO COMPLY WITH ANY OF THESE REQUIREMENTS MAY RESULT IN THE AGENCY'S SUSPENSION FROM SECOND HARVEST FOOD BANK OF SAN JOAQUIN & STANISLAUS COUNTIES.**

\_\_\_\_\_  
Authorized Agency Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized SHFB Signature

\_\_\_\_\_  
Date



**LIABILITY RELEASE**

The (name of organization) \_\_\_\_\_ (“Agency”) hereby affirm that the original donor, Second Harvest Foodbank, and Feeding America:

1. Are released by the Agency from any liabilities resulting from the donated goods.
2. Are held harmless from any claims or obligations in regard to the Agency or the donated goods.
3. Offer no express warranties in relation to the gift of goods.

It is further agreed that:

1. Second Harvest Food Bank and the original donor expressly disclaim any implied warranties as to the purity of fitness for consumption of any or all such donated items.
2. That all items accepted are accepted in “as is” condition.
3. The agency will not sell or offer for sale food products received from Second Harvest Food Bank.
4. All above stated conditions are in effect as long as the agency is a member of Second Harvest Food Bank, or until written notice from Second Harvest Food Bank.

***I HAVE READ AND UNDERSTAND ALL REQUIREMENTS LISTED ABOVE AND AGREE TO ADHERE TO THEM COMPLETELY.***

\_\_\_\_\_  
Agency Director Date

\_\_\_\_\_  
Authorized by Date  
Person responsible for 501(c)(3)



### SURVEY QUESTIONNAIRE

Agency Name \_\_\_\_\_

Physical/Site Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Site Phone(s) \_\_\_\_\_ Fax Phone \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

**ATTN TO:** \_\_\_\_\_

Primary Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone 1) \_\_\_\_\_ 2) \_\_\_\_\_

Secondary Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone 1) \_\_\_\_\_ 2) \_\_\_\_\_

Pantry Referral Phone \_\_\_\_\_ Church# / Personal# Name \_\_\_\_\_

1. Is your agency affiliated with another organization or denomination? (Circle One): Yes No  
*\*If you checked Affiliate, please list the affiliate information below.*

Name of Affiliate: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

2. Program Type:

Pantry/Emergency Food Box \_\_\_\_\_ Soup Kitchen \_\_\_\_\_ Shelter \_\_\_\_\_ Residential \_\_\_\_\_  
Adult Day Care \_\_\_\_\_ Senior Care \_\_\_\_\_ Rehab \_\_\_\_\_ Youth \_\_\_\_\_  
Multi-Service \_\_\_\_\_ Other \_\_\_\_\_

3. Average number of people served each month \_\_\_\_\_

4. Days & Hours of operation \_\_\_\_\_

5. What languages does your agency speak? \_\_\_\_\_

6. How do you qualify the people you are serving? \_\_\_\_\_

7. Do you have any type of restriction on who is served or how often? Yes \_\_\_\_ No \_\_\_\_

If yes, Please explain: \_\_\_\_\_

16 Does your agency keep on file the following:

- List of Recipients Yes \_\_\_\_ No \_\_\_\_
- Recipient's Addresses Yes \_\_\_\_ No \_\_\_\_
- Number in Household Yes \_\_\_\_ No \_\_\_\_
- Frequency of Service Yes \_\_\_\_ No \_\_\_\_

17. Does your agency operate any type of feeding program at another location not previously listed on this application?  
Yes \_\_\_\_ No \_\_\_\_

If yes, give details: \_\_\_\_\_

18. Do you receive food from other sources? Yes \_\_\_\_ No \_\_\_\_

If yes, from who? \_\_\_\_\_

19. What are your agency's primary sources of funding? \_\_\_\_\_

20. Estimated monthly food budget for second Harvest: \_\_\_\_\_

21. What type of food storage facilities do you have?

- Storage area Yes \_\_\_\_ No \_\_\_\_
- Refrigerated storage Yes \_\_\_\_ No \_\_\_\_ Number of Homestyle \_\_\_\_ Number of Commercial \_\_\_\_
- Freezer storage Yes \_\_\_\_ No \_\_\_\_ Number of Homestyle \_\_\_\_ Number of Commercial \_\_\_\_

22. What type of transportation vehicle will your agency use to pick up product from SHFB?

- \_\_\_\_ Personal Vehicle- Please describe: \_\_\_\_\_
- \_\_\_\_ Agency Vehicle- Please describe: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Agency Head

\_\_\_\_\_  
Signature of Agency Head

\_\_\_\_\_  
Date