AGENCY AGREEMENT

Agency Name ____________________________ Phone Number ____________________________

Address __________________________________________ City __________________________ Zip __________

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. The agency must be a 501(c)(3) non-profit organization and meet the IRS eligibility requirements for receipt, transfer and use of donated food under section 170(e)(3).

4. Maintain a Board of Directors. The Board must consist of 5 or more members with not more than 2 related family members, depending upon the position being held. At least 2 or more members must reside in the immediate area of the agency. Board of Directors list must consist of member name, position held, home address and contact phone number. Authorized shoppers cannot be members of the Board of Directors and/or hold a treasury position within their food pantry.

5. 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

6. 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

7. Safely and properly handle the donated goods, which conforms to all Local, State, and Federal regulations.

8. Adhere to additional donor stipulations.

9. May not require the attending of any religious service or meeting as a prerequisite to receiving food. _____ INITIAL

10. 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
11. 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.

12. Agree to submit, by the 1st of each month, a monthly unduplicated count and demographics of individuals served. _____ INITIAL

13. 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

14. Maintain record keeping systems on file for five (5) years to track the following information. Name, number in household, gender, age, race, income verification, and address or phone number of all clients served. _____ INITIAL

15. Maintain copies of invoices from Second Harvest Food Bank for three (3) years. _____ INITIAL

16. 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.

17. 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.

18. 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.

19. Agree to inform Second Harvest Food Bank of any changes in contract names, addresses, phone numbers, services provided, and other relevant information. _____ INITIAL

20. 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.

21. 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

22. 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 OR TERMINATION FROM SECOND HARVEST FOOD BANK OF SAN JOAQUIN & STANISLAUS COUNTIES.**

*By signing this document you are certifying that you have read and understand the policies and procedures of Second Harvest Food Bank. Please know that you and your volunteers/staff are all equally accountable for the information provided in the Partner Agency Handbook.*

Authorized Agency Signature ___________________________ Date ____________

Authorized SHFB Signature ___________________________ Date ____________
LIABILITY RELEASE

The (name of organization) _________________________________________ (“Agency”) hereby affirm that the original donor, Second Harvest Food Bank, 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  

_________________________________________________________  __________
Authorized by  
Person responsible for 501(c)(3)  

_________________________________________________________  __________
Authorized by  
Date
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 ______________

Days / Hours Service________________________________________________________________________

How often can a family receive services? ______________________________________________________

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. Other Services Provided (Circle all that Apply):

Clothing    Job Counseling    Financial Counseling
Rental Assistance    Referral Services    Food Stamps    Medical    Other_____________________

4. Average number of people served each month _____________________
5. Days & Hours of operation______________________________________________________________

6. What languages does your agency speak?______________________________________________

7. How do you qualify the people you are serving?__________________________________________

8. 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 Home-style_____ Number of Commercial_____  
• Freezer storage Yes ___ No ___ Number of Home-style_____ 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 ___________________