

AGENCY AGREEMENT

Agency Name	Ph	Phone Number	
Address	City	Zip	

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

- Confirm that all product received from Second Harvest will be used solely to assist low-income, elderly persons, infants and others in need. It is <u>NOT</u> for your personal use by your feeding program. Product must stay in your county.
- 2. 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).
- 3. 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.
- 4. Confirm that no product received from Second Harvest will be sold, offered for sale, transferred, bartered for money, other properties, personal gain, or services. Product received will be used in a manner consistent with the agency's purpose, as stated in the agency's Articles of Incorporation. 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.
- 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 in case of damage, loss, or theft of product.
- 6. All damaged product must be reported to Second Harvest within 24 hours of receipt. Photos of damaged product will be required.
- 7. Any agency more than 15 minutes late for an appointment will be rescheduled, and a \$75.00 restocking fee may apply.
- 8. The agency will be responsible for ensuring that all loads are properly secured. Second Harvest will not be responsible for the loss of any product once it has left the premises.
- 9. Adhere to additional donor stipulations.

- 10. May not require the attending of any religious service or meeting as a prerequisite to receiving food.
- 11. 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.
- 12. Agree to submit, by the 1st of each month, a monthly unduplicated count and demographics of individuals served. 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.
- 13. Maintain copies of invoices from Second Harvest Food Bank for three (3) years.
- 14. 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 as a secondary Insured, clearly state the name of the agency, and list the address or addresses where the food is physically stored.
- 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 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. Payments are due withing 30 days of receiept.
- 17. Agree to be available for monitoring visits at any time by authorized Second Harvest 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 of any changes in contract names, addresses, phone numbers, services provided, and other relevant information.
- 19. Adhere to the rules and regulations of Second Harvest Food Bank of the Greater Valley 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.
- 21. Confirm that an agency representative will attend all mandatory meetings.

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 SHGV Signature	 Date	