



of SANTA CLARA and
SAN MATEO COUNTIES

FOOD ASSISTANCE PROGRAM AGENCY AGREEMENT

Revised August 2017

Agency Name (Please type or print)

Date

Address

City, State, Zip

Telephone Number

Fax Number

Email

Website

The above named agency ("Agency") shall comply with the requirements of Second Harvest Food Bank of Santa Clara and San Mateo Counties ("Second Harvest Food Bank") as adopted or revised from time to time by Second Harvest Food Bank upon notice to Agency. Specifically, Agency shall:

1. Ensure, and confirm upon request by Second Harvest Food Bank, that they are in compliance with the requirements for receipt, storage, transfer and use of donated product under Internal Revenue Code Section 170(e)3 and any and all product received from Second Harvest Food Bank is used solely to assist low-income, needy, ill, or infant individuals.
2. Operate an ongoing food assistance program that has been in existence for at least six (6) months.
3. Ensure, and confirm upon request by Second Harvest Food Bank, that any and all product received from Second Harvest Food Bank is used in a manner consistent with the Agency's purpose, as stated in the Agency's membership application. Agency acknowledges and agrees that product received from Second Harvest Food Bank shall not be prepared and/or stored in a private home but shall only be stored on property to which Second Harvest Food Bank has access. Agency shall provide Second Harvest Food Bank with free access to such property during business hours and will allow Second Harvest Food Bank to monitor Agency on a regular basis.
4. Notify Second Harvest Food Bank of any changes in:
 - Its status as an Internal Revenue Code Section 501(c)(3) nonprofit, tax exempt entity, or its designation as an agency of a Section 501(c)(3) entity.
 - Its liability insurance naming Second Harvest Food Bank of Santa Clara and San Mateo Counties, its officers, boards, agents, employees, and volunteers as additionally insured as documented through a Certificate of Insurance on file with Second Harvest Food Bank.
 - Executive Director, contact individuals, address, phone number, services provided, or other information relevant to its organization, operation, mission, or status.

NEED FOOD? 1-800-984-3663 / WANT TO DONATE? 1-866-234-3663

CURTNER CENTER

750 Curtner Avenue
San Jose, CA 95125
T 408-266-8866
F 408-266-9042

CYPRESS CENTER

4001 North First Street
San Jose, CA 95134
T 408-266-8866
F 408-266-9042

BING CENTER

1051 Bing Street
San Carlos, CA 94070
T 650-610-0800
F 650-610-0808



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5. Not sell, offer for sale, transfer, barter for a fee, or otherwise charge a fee of any kind for any product, property, or service received from Second Harvest Food Bank. If a food recipient wishes to make a donation, it cannot be done in conjunction with, as a condition to, or in relation to, the receipt of product. Product received from Second Harvest Food Bank may not be transferred to another agency.
6. Immediately contact Second Harvest Food Bank in case of damage, loss, or theft of food or product.
7. As requested, immediately destroy or return to Second Harvest Food Bank any food or product in the event of a recall or the closure, termination or suspension of the Agency program.
8. Not require the attendance at religious services, prayer, or “counseling” as a prerequisite or in conjunction with food distribution or receipt of food.
9. Agencies will not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity or expression, unfavorable discharge from the military or status as a protected veteran.
10. Submit all required reporting to Second Harvest Food Bank in a timely manner including USDA required reports. Submit, within seven (7) days following the end of each month, a monthly count of unduplicated individuals served during that month.
11. Maintain record keeping systems to track the use of Second Harvest Food Bank product and the number of clients served and distribution records on file for three (3) years, as required by USDA and Feeding America.
12. Timely pay any annual or handling fees.
13. Distribute all products received from Second Harvest Food Bank for use within Santa Clara County and San Mateo County.
14. **Pantries Only** - Accept referrals that are consistent with the agency’s guidelines, assigned geographic or zip code service areas.
15. **On-Site Feeding Programs Only** – In its own discretion, share food with volunteers, staff and non-qualifying individuals in on-site operations that support their services only. A full description of such use shall be included in the agency application. Example: meals provided at a 24-hour residential facility during regular operations.
16. Perform and verify that a national background check has been passed by any and all staff or volunteers with direct repetitive contact with children.
17. Adhere to the rules and regulations of Second Harvest Food Bank, Feeding America and all local, state and Federal regulations regarding the safe and proper handling of the donated goods. The terms and conditions contained in the Second Harvest Food Bank Agency Relations Manual are specifically incorporated into this Agreement.
18. Adhere to additional donor stipulations for use and distribution of the donated goods.
19. Ensure, and confirm upon request by Second Harvest Food Bank, that an agency representative attends all mandatory meetings.
20. Be willing to participate in CalFresh outreach activities and promotion.

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21. Post a sign provided by Second Harvest Food Bank in a prominent location such as a lobby or welcome area in a main building that indicates your partnership with Second Harvest Food Bank.
22. Agency releases the original donor, Second Harvest Food Bank and Feeding America from any liabilities resulting from the donated goods.
23. Agency agrees to hold harmless from any claims or obligations in regard to the agency or the donated goods, the original donor, Second Harvest Food Bank or Feeding America.
24. Second Harvest Food Bank, Feeding America, and the original donor offer no express warranties in relation to the gift of goods. All items are accepted in "as is" condition.
25. Notify Second Harvest Food Bank whenever it receives notice of any claim of liability with respect to food or any report of illness that may have been caused by food provided by the agency or Second Harvest Food Bank.
26. One representative per agency must maintain current certification showing completion of food safety training.

Any false statements or failure to comply with requirements of this Agreement or the Agency Relations Manual may result in the agency's immediate suspension and/or termination of services by Second Harvest Food Bank without notice. Notwithstanding, this Agreement may be terminated by either party upon notice to the other party.

Any notices under this Agreement must be sent in writing to the party's address set forth on the first page of this Agreement, or to such other address as such party may designate by written notice to the other in accordance with the provisions of this section, and will be deemed to have been given and received (a) on the day of delivery if delivered personally, (b) five (5) days after the date of mailing if mailed by certified, first-class mail, postage prepaid, or (c) the next business day following deposit with a nationally recognized overnight courier, such as Federal Express, specifying next day delivery.

This Agreement will be in effect until revoked, in writing, by either party.

The undersigned hereby agree to the terms of this Agreement:

Authorized Representative of Second Harvest Food Bank of Santa Clara & San Mateo Counties Date

Printed Name of SHFB Authorized Representative

Agency Director, Authorized Representative or Designated Agent Date

Printed Name of Agency Director, Authorized Representative or Designated Agent

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