



Dear Potential Yolo Food Bank Partner Agency,

On behalf of the Yolo Food Bank, thank you for your interest in becoming a partner agency. Through our partnership, we hope to become one step closer toward our mission of alleviating hunger and malnutrition in Yolo County.

Yolo Food Bank would like to help you obtain necessary tools including food, materials, trainings and collaboration with other agencies to help better serve your clients and the community. To become an official partner agency, Yolo Food Bank will require a completed application as well as a site visit. This packet includes the following forms and information:

- Partner Agency Requirements
- Partner Agency Agreement
- Addendum A- Donated and Purchased Food Fees
- Addendum B- Invoice Payment Policy
- Partner Agency Contact Information
- Partner Agency Monthly Report
- Warehouse Rules and Hours

Please contact me to ask questions or set-up a site visit. I can be reached directly at 530-668-0690 x109 or zane@yolofoodbank.org.

We look forward to working with you to end hunger in our community.

Best regards,

Zane Hatfield
Agency Relations Coordinator



Partner Agency Requirements

1. Information required for agency participation:
 - A copy of 501(c)3 – a letter of your non-profit status under the federal tax code
 - A list of your board of directors or governing group
 - A brochure or handout about the services provided
 - A site visit from the Agency Relations Coordinator to monitor agency's food storage and distribution area
 - Signed Partner Agency Agreement
 - At least one member of the organization must have a Food Handler Card
2. Food purchases are to be paid upon receipt and will require an agency check
3. A monthly report is required and due by the last day of each month. Your completion of the partner agency monthly report allows the Yolo Food Bank to provide necessary reports for grants and distribution of food in our county.
4. The agency must be located and serve residents in Yolo County.



YOLO FOOD BANK PARTNER AGENCY AGREEMENT

This document is an agreement made between:

Yolo Food Bank
and

(“The Agency”)

(Partner Agency Name)

Terms of the Partner Agency Agreement:

The Agency agrees to all of the following terms and conditions of this agreement.

1. **Requirements:** The Agency agrees to abide by the policies, procedures and record keeping requirements of Yolo Food Bank.
2. **IRS Eligibility Requirements:** The Agency agrees that it meets the IRS eligibility requirements for the receipt, transfer and use of donated products (food and non-food) under section 170(e)(3) of the IRS code, as stated below. The Agency shall immediately notify Yolo Food Bank of any changes the Agency may have in its eligibility status.
 - A. **501(c)(3) Organization or “Church”/Religious Organization:** The Agency agrees that it is either incorporated as a 501(c)(3) non-profit corporation or is considered a “church” as defined by the IRS. The Agency also agrees that it meets all of the criteria below for the type of eligible organization that the agency will qualify as.

Check the type of organization that the agency qualifies as:

- 501(c)(3) Non-Profit Corporation** - If this box is selected, the Agency is required to submit, prior to agency approval:
- A current 501(c)(3) determination letter from the IRS verifying its non-profit corporate status and verifying that it is not a private foundation. The corporation name must match the name that the Agency is known by the community.
 - If the Agency name does not match the corporation name listed on the 501(c)(3) determination letter, the Agency is required to submit current official and verifiable documentation regarding the Agency’s ability to use the 501(c)(3) verification letter proving their non-profit status.
- Church (as defined by the IRS)/Religious Organization** – If this box is selected, the Agency is required to complete and submit the Church/Religious Organization Self Certification form prior to agency approval.



- B. **Purpose of incorporation and service:** The Agency agrees that it is incorporated to serve the ill, needy and/or infants (minor children, 0-18 years old). The Agency also agrees that it is not incorporated for a purpose unrelated to serving the ill, needy and/or infants (minor children).
- C. **Distribution without charge:** The Agency agrees that it will distribute donated products obtained from Yolo Food Bank free of charge (monetary, volunteer services or other).
- D. **Recipients of distributed products:** The Agency agrees that it will only distribute donated products to recipients who qualify as ill, needy and/or infants (minor children 0-18 years old) as defined in IRS code section 170(e)(3).
- E. **Use of donated products:** The Agency agrees that it will not sell nor use the donated products in exchange for money, other property or services, including using donated products for the purpose of fundraising programs and events.

The Agency, regardless of how it receives donated product (i.e., directly from Yolo Food Bank, through the store donation pick-up program, etc.) may only distribute donated products to clients. Agencies may not distribute donated products to any other group, organization or business as IRS Code 170(e)(3) strictly regulates the method by which donated products can be distributed.

The Agency is not permitted to provide volunteers with donated product in exchange for services rendered or to provide employees with donated product as standard employment benefit, consistent with 170(e)(3) of the Internal Revenue Code.

3. **Multiple locations and sub-distribution:** The agency agrees that it will only receive and store product from Yolo Food Bank at multiple locations if:
- All locations individually meet the requirements of this agreement;
 - All locations have been inspected individually;
 - All locations are approved by Yolo Food Bank prior to receiving and distributing food.
4. **Area of distribution:** The Agency agrees that it will only distribute products received from Yolo Food Bank in Yolo County unless it receives prior written authorization from Yolo Food Bank.
5. **Access to one Feeding America member food bank:** The Agency agrees that it will only receive food from Yolo Food Bank and no other Feeding America member food bank nor Partner Distribution Organization of a Feeding America member food bank.



6. **Independent entity:** The Agency is an independent entity. The Agency agrees not to represent itself to food donors or the public as being associated in any way with Yolo Food Bank other than as a permissive recipient of food products.
7. **Donor stipulations:** The Agency agrees that it will adhere to any donor stipulations placed on donated products.
8. **Inspection of food:** The Agency agrees to inspect all food received from or through Yolo Food Bank either upon pick-up at Yolo Food Bank's warehouse or upon delivery. The Agency agrees to return or throw away any items found to be unfit for human consumption.
9. **"As is" condition:** The Agency agrees that it will accept all products received from the Yolo Food Bank in "as is" condition. Yolo Food Bank and the original donor hereby disclaim any expressed or implied warranty of merchantability or warranty of fitness for a particular purpose in connection with the transfer of food to the Agency.
10. **Liability release:** The Agency assumes full responsibility for the purity and fitness for consumption of all food products received from Yolo Food Bank at the time of loading at Yolo Food Bank warehouse (or at time of delivery if applicable).

The Agency hereby warrants and guarantees to indemnify, defend and hold Yolo Food Bank, Feeding America; and the original donor harmless from all liabilities, claims, losses, causes of action, suits at law or in equity, or any other obligation whatsoever arising out of, or attributed to, any action by the Agency (or any of its staff, volunteers, or agents) in connection with its storage, transportation, and/or use of the donated product supplied to it by Yolo Food Bank.

11. **Food safety:**

- a. **Food safety certification:** The Agency agrees to have at least one staff member or regular volunteer be designated as responsible for the safe storage, handling and preparation of food. This individual must be certified in food safety from a food safety training course approved by Yolo Food Bank. Proof of up-to-date certification must be provided to Yolo Food Bank as needed.
- b. **Staff and volunteer training:** The Agency is responsible for ensuring program staff and volunteers are trained properly in hygiene, safe handling of food, and dealing with the public in a professional manner.
- c. **Storage of products:** The Agency must have adequate storage and adequate refrigeration/freezer space (if applicable) to ensure the safety and wholesomeness of donated product until used or distributed. Measures taken to secure donated product and maintain its integrity must include, but are not limited to:



- i. Storing food off the ground, in a cool, dry area;
 - ii. Restricting access to storage areas;
 - iii. Keeping donated product distinct from that of other programs, staff and/or personal use;
 - iv. Keeping thermometers in every freezer and refrigerator and maintaining temperatures logs daily.
- d. **Compliance with the Federal Food, Drug, and Cosmetic Act:** The Agency agrees that it will ensure the donated product conforms to any applicable provisions of the Federal Food, Drug, and Cosmetic Act (as amended), and any regulations that follow.

The Federal Food, Drug and Cosmetic Act prohibits the distribution of any food, drug, cosmetic, or device that is adulterated, misbranded, or unlabeled. Federal law requires that organizations promptly dispose of any foods that are, or may be, adulterated or contaminated.

This act considers food to be adulterated if:

- i. It consists in whole or in part of any filthy, putrid, or decomposed substance, or is otherwise unfit for use as food;
 - ii. It has been held, packaged, or prepared under unsanitary conditions;
 - iii. It bears or contains any poisonous or deleterious substance; or
 - iv. Its container is composed of any poisonous or deleterious substance that may render the contents injurious to health.
- e. **Local, state and federal regulations:** The Agency also agrees that it will handle products by conforming to all local, state and federal regulations, and will maintain current licenses as required by local, state and federal regulations. The Agency must meet any applicable local, state and federal health and safety requirements regarding the safe and proper handling of donated food.

12. **Proselytizing:** The Agency agrees that clients may not be required to attend a religious or political meeting, or to pledge membership, or to make a statement of faith or non-faith, or to attend a religious or political meeting before, during, after, or in exchange for product.

13. **Discrimination:** The Agency agrees 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.

14. **Authorized shoppers:** The Agency agrees to have only authorized staff or volunteers pick-



up or receive products from Yolo Food Bank. The Agency agrees to provide Yolo Food Bank with a list of up to three staff or volunteers who are authorized to pick-up or receive products from Yolo Food Bank. The Agency is required to notify Yolo Food Bank when a change is made to their list.

15. **Shared maintenance, transportation and value added processing fees:** The Agency agrees to pay any applicable Shared Maintenance and/or handling fees (Value Added Processing, Delivery Charges, Transportation fees) for the products received from Yolo Food Bank as described in Addendum A.
16. **Purchased product:** The Agency agrees that if it should choose to purchase non-donated product then it may be required to pay extra charges and costs associated with that product.
17. **Record keeping:** The Agency agrees that it will keep appropriate records which accurately reflect the total amount of donated product received and distributed (or used). All Yolo Food Bank invoices, written records with dates and amounts of food distributed, and the number of recipients served must be kept on file for at least two years.

The Agency agrees to outline its procedure for determining that the final recipient of the product is ill, needy or infant (minor child, 0-18 years old). This determination may include a self-declaration of need by clients.

The Agency agrees to make its records available to Yolo Food Bank.

18. **On-site inspections:** The Agency agrees to allow representatives of Yolo Food Bank, donors and government agencies to inspect and audit all facilities and vehicles where products received from Yolo Food Bank are received, stored and distributed, with or without notice.
19. **Invoice payment:** The Agency agrees to Yolo Food Bank's Invoice Payment Policy as described in Addendum B.
20. **Reports:** The Agency agrees to provide all reporting documents required by Yolo Food Bank. At a minimum, agencies will submit the Monthly Food Provider summary to Yolo Food Bank for each month the Agency receives food from the Food Bank.
21. **Active/inactive agency designation:** The Agency agrees that it will obtain products from Yolo Food Bank at least once a year to be deemed an active agency. If the Agency becomes inactive, then the Agency will not be allowed to obtain products from Yolo Food Bank. The Agency agrees that it will complete the agency application process again, prior to being reinstated as an active agency.



22. **Yolo Food Bank agency handbook:** The Agency agrees that it has received and will abide by the rules, regulations and guidelines at all times set forth by the Yolo Food Bank Agency Handbook and all future versions of the Handbook.

23. **Termination of agency agreement:** The Agency or Yolo Food Bank can terminate this agreement, with or without cause, at any time.

The Agency's authorized representative's signature below confirms that the Agency agrees to abide by all terms of this agreement. If any of these terms or conditions is violated, then Yolo Food Bank has the right, without further investigation, to stop distributing products to the Agency.

Agency Signature:

Partner Agency Representative's Signature

Date

Print name of Partner Agency Representative and Title

Name of Organization

Address of Organization

Yolo Food Bank Signature:

Kevin Sanchez, Executive Director
Yolo Food Bank

Date



Addendum A Donated and Purchased Food Fees

Donated products

All products (food or otherwise) donated to Yolo Food Bank by an individual or entity.

Shared maintenance fee

A fee of up to 19 cents per pound* is assessed for most donated products. Yolo Food Bank reserves the right to modify the shared maintenance fee to account for value-added services provided by Yolo Food Bank (within limits set by Feeding America**).

Purchased food

All products (food or otherwise) purchased by Yolo Food Bank. There is no standard fee for purchased items. Fees will be dependent on how much products cost to acquire.

Delivery fee

Yolo Food Bank reserves the right to charge a delivery fee to any agency that request delivery of product (within limits set by Feeding America).



Addendum B Invoice Payment Policy

Methods of payment

Partner agencies may pay invoices using one of the following methods:

Method 1: Pay invoices when the agency picks-up products at the Food Bank.

Method 2: Pay invoices on a monthly basis.

- For the first six months of partnership
 - Unless an exception is granted, all new partner agencies must pay invoices within 10 days from the date of the invoice. Invoices are considered past due if they remain unpaid after 10 days from the date of the invoice.
- After six months of partnership
 - Agencies must pay invoices within 30 days from the date of the last invoice. Invoices are considered past due if they remain unpaid after 30 days from the date of the invoice.

Terms of payment

Payments must be made with an agency check. Personal checks and cash will not be accepted.

Terms of suspension

Each partner agency is allowed to put up to \$100 on their account. If amount maximum is reached, agencies will be required to pay their invoice before they are allowed to shop again.

An agency's shopping privileges at the Food Bank are subject to suspension if any of the following occurs:

1. The agency has \$100 or more on their account;
2. The agency has an undisputed invoice that is 90 days old and remains unpaid;
3. The agency has a check that is returned by the bank for any reason;
4. The agency fails to adhere to any previous payment agreement with Yolo Food Bank;
5. The agency fails to submit monthly reports.

If an agency is suspended, Yolo Food Bank will send the agency a suspension letter detailing the reason for the suspension and the amount owed on the account (if applicable). Any bank charges imposed on the Food Bank due to returned checks will also be charged to the agency responsible for the bank fees.

Length of suspension

Length of suspension is at the discretion of the Yolo Food Bank.



Partner Agency Contact Information

Agency Name and Program: _____

Name and Title of Director: _____

Email Address: _____

Address: _____ City: _____

Mailing Address (if different): _____

Phone: _____ Fax: _____

Website: _____

Primary Contact: _____

Phone: _____ Email: _____

Shoppers (Limit three):

Name: _____

Phone: _____ Email: _____

Name: _____

Phone: _____ Email: _____

Name: _____

Phone: _____ Email: _____

Name of Bookkeeper/ Accounts: _____

Phone: _____ Email: _____

Agency Information

Services provided by your agency: _____

Sources of funding for your agency: _____

Number of individuals served each month through your program: _____

Name 5 foods that you purchase weekly for your regular program(s): _____

Does your agency take volunteer referrals? If so, who can volunteers contact? _____



Partner Agency Monthly Report

Return this form by the 5th of the following month to:

Zane Hatfield at
 Phone: 530 668-0690 • Fax: 530 668-8530
zane@yolofoodbank.org

Agency Name: _____

Month/Year of Report: _____

Program Name: _____

Agency ID: _____

1a. Number of Meals Provided to Each Client =

1b. Number of Direct Clients Served =

2a. Composition of Client Households Served

2b. Of these Households, how many Clients are:

Adults		Children			People Served
Males	Females	Male	Female	Under 3	Total

Senior	Disabled	Homeless

3a. Household Status (Unduplicated)

3b. Of these households, how many are:

Single Adults	Two Parent Households	Other Family Status	Totals (# of Families)

Female Headed Households	Male Headed Households

4. Household Income

Income & %AMI	# households	Number in Household and Corresponding Income							
		1	2	3	4	5	6	7	8
Extremely Low (30%)		\$16,150	\$18,450	\$20,750	\$24,600	\$28,780	\$32,960	\$37,140	\$41,320
Low (50%)		\$26,950	\$30,800	\$34,650	\$38,450	\$41,550	\$44,650	\$47,700	\$50,800
Moderate (80%)		\$64,600	\$73,850	\$83,050	\$92,300	\$99,700	\$107,050	\$114,450	\$121,850

Income levels updated 7/17

5. Race/Ethnic Composition (Unduplicated Individuals)

Category	# of People	# of People who are Hispanic*
Amer Indian or Alaska Native		
Asian		
Black or African American		
Native Hawaiian or Pacific Islander		
White		
White and Amer Indian or Alaska Native		
White and Asian		
White and Black or African American		
American Indian or Alaska Native and Black or African American		
Balance/ Other		
TOTAL		

Print Name: _____

Signature: _____

Phone: _____

Date: _____

YOLO FOOD BANK

1244 Fortna Avenue
 Woodland, CA 95776
 Phone Number: 530-668-0690
 Fax: 530-668-8530
www.yolofoodbank.org

* "Hispanic" is not a race category. However, each race category can include Hispanic ethnicity. HUD funding requires that we identify this. If the person is from Mexico and/or a person's primary language is Spanish, count them as Hispanic in the appropriate race category.



Partner Agency Monthly Report Instructions

Send completed report by the 5th of the following month to Zane Hatfield via fax (530) 668-8530 or email to zane@yolofoodbank.org

Agency Name – self explanatory

Month/Year – the previous month

1. Number of meals provided to each person – how to do the math

- food closets providing groceries for 3 meals a day for 4 days: 3 meals x 4 days = 12 meals
- group homes providing 3 meals a day everyday: 3 meals x 31 days = 93 meals
- day programs providing 2 meals M-F & 22 week days for the month: 2 meals x 22 days = 44 meals
- if you have multiple clients receiving different schedules of meals: scratch out “to each person” & write the total number of meals for that month in the box & the overall # of clients in the “people served” box.

1a. Number of Direct Client Interactions –

- This number is the unduplicated number of direct clients served during a distribution. If no client information is taken during a distribution, you do not need to complete the rest of the report.

2a. Composition of people served – self explanatory – *math must add up*

- if under 3, put them “under 3” box, but *do not include* them in numbers of the male/female child box adult males + adult females + male children + female children + under 3 = people served total

2b. Of those individuals, how many are – self explanatory

3a. Family Status – “single adults” is for 1 person household, and does not refer to marital status,

- a single mom & 2 kids (3 people total) is 1 household under “other family status”

3b. Of those families, how many are – self explanatory

4. Family Income – self explanatory,

- the total number of families listed here needs to add up to “total families” in 3a

5. Race/Ethnicity – self explanatory, *the math must add up*

- these numbers must add up to the total number of *people (individuals)* served (in 2a), *not the total number of families* (in 3a),
- there *cannot be more Hispanics* in 2nd column than number of people in 1st column for that same line, so be certain to include the Hispanics in the overall numbers for the race category in the 1st column,
- it is probably most accurate to list Hispanics/Latinos as “White and Amer Indian or Alaskan Native”,
- “Balance/Other” race line is more appropriate for people of Middle Eastern extraction, as they are not specifically represented by the other race categories listed on the form.

Clients are reluctant to discuss marital status, family income, or race/ethnicity. If you are not currently collecting this from clients, do not feel like you have to. ***However, this information is very helpful for grants and funding purposes.*** We don’t see your clients, so we cannot provide any more information than you provide us. The information you supply helps us keep this program funded.

Reports due by the 5th of the following month per agency account. Failure to submit reports timely will result in your agency not being able to shop at the Food Bank until the monthly reports are submitted to the Food Bank.

If you have questions, please contact Zane Hatfield at 530-668-0690 ext. 109 or

zane@yolofoodbank.org



Partner Agency Warehouse Guidelines:

- ✓ Agencies must check in with a Yolo Food Bank staff member before shopping to ensure accounts are current and no monthly reports are due
- ✓ The agency representative must have an agency shopping card or must be on the agency shopping list before shopping
- ✓ No one under the age of 18 is allowed in the warehouse unless authorized by the warehouse supervisor.
- ✓ No opened toed shoes in the warehouse at any time
- ✓ No more than 3 representatives from one agency are allowed in the warehouse for shopping
- ✓ Do not open cases – Please see warehouse associate for case quantity assistance
- ✓ Please do not use cell phones while shopping unless it is an emergency
- ✓ Do not climb on shelves/racking. Ask for warehouse staff assistance when reaching for product stacked on higher shelves/racking. Use a step ladder.
- ✓ Please walk. No running in the warehouse at any time
- ✓ No riding on carts or pallet jacks
- ✓ No eating or drinking in the warehouse while shopping
- ✓ No smoking in or right outside the warehouse. Please go to designated smoking area in the back of the building
- ✓ Most importantly, please be courteous to other agencies and warehouse staff

Thank You.



Warehouse Shopping Hours:

Monday: Closed to Agencies

Tuesday – Friday: Please arrive before 2:00 pm to shop

Tuesday- Thursday: 8:30 am to 2:30 pm

Friday: 9:30 am to 2:30 pm

Holidays: Please call for a list of closed days due to holidays

Thank You.