

**Executive Director**

Michael Bisch

**Director of Philanthropic  
Engagement**

Joy Cohan

**Director of Operations**

Corkey Mapalo

**Director of Administration**

Valerie Dennis

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**Board of Directors**

**President**

Tom Muller

**Vice President**

Lloyd Knox

**Secretary**

Elizabeth Schmitz

**Treasurer**

Jim Durst

**Members**

Mike Campbell

Donald Hartman

Matt Mariani

Dan Ramos

Louise Walker

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**Yolo Food Bank**

233 Harter Ave  
Woodland, CA 95776

yolofoodbank.org

info@yolofoodbank.org

(530) 668-0690



Dear Prospective Yolo Food Bank Partner,

Thank you for your interest in joining the nearly 70 nonprofit partner organizations currently engaged with Yolo Food Bank. Our partners are essential to our mission to end hunger and malnutrition in Yolo County; in turn, it's our honor to play a role in the execution of our partners' missions.

Yolo Food Bank offers organizations the tools needed to serve their clients and the community: food, materials, trainings and collaboration with other partner organizations. To become an official Yolo Food Bank partner organization, a completed application and a site visit are required. This packet includes the following forms and information:

- Partner Organization Requirements
- Partner Organization Agreement
- Church/Religious Organization Qualifier Form
- Addendum A - Donated and Purchased Food Fees
- Addendum B - Invoice Payment Policy
- Partner Organization Contact Information
- Partner Organization Monthly Report
- Warehouse Rules and Hours

Please contact me with any questions or to arrange a site visit. I can be reached directly at 530-668-0690 x123 or [zane@yolofoodbank.org](mailto:zane@yolofoodbank.org).

Looking forward to working with you to end hunger in our community.

Best regards,

Zane Hatfield  
Agency Relations Coordinator

# Partner Organization Requirements

## 1. Items required for organization 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 organization's food storage and distribution area
  - Signed Partner Organization Agreement
  - At least one member of the organization must have a Food Handler Card, and have a copy submitted to the Agency Relations Coordinator.
2. Food purchases are to be paid upon receipt and will require an organization credit card or organization check.
  3. A monthly report is required and due by the 5<sup>th</sup> day of the following month. Your completion of the Partner Organization monthly report allows Yolo Food Bank to meet reporting requirements for grants and other agencies who support our work to distribute food in our county.
  4. The organization must serve Yolo County.

## YOLO FOOD BANK PARTNER ORGANIZATION AGREEMENT

This document is an agreement made between:

Yolo Food Bank  
and

\_\_\_\_\_  
("The Organization")

(Partner Organization Name)

### Terms of the Partner Organization Agreement:

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

1. **Requirements:** The Organization agrees to abide by the policies, procedures and record keeping requirements of Yolo Food Bank.
2. **IRS Eligibility Requirements:** The Organization 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 Organization shall immediately notify Yolo Food Bank of any changes the Organization may have in its eligibility status.
  - A. **501(c)(3) Organization or "Church"/Religious Organization:** The Organization 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 Organization also agrees that it meets all of the criteria below for the type of eligible organization that the Organization will qualify as.

Check the type of organization that the organization qualifies as:

- 501(c)(3) Non-Profit Corporation** - If this box is selected, the Organization is required to submit, prior to organization 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 Organization is known by the community.
    - If the Organization name does not match the corporation name listed on the 501(c)(3) determination letter, the Organization is required to submit current official and verifiable documentation regarding the Organization's ability to use the 501(c)(3) verification letter proving their non-profit status.
  - Church /Religious Organization (as defined by the IRS)** – If this box is selected, the Organization is required to complete and submit the Church/Religious Organization Self Certification form prior to organization approval.
- B. **Purpose of incorporation and service:** The Organization agrees that it is incorporated to serve the ill, needy and/or infants (minor children, 0-18 years old). The Organization 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 Organization 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 Organization 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 Organization 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 Organization, 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. Partner Organizations 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 Organization 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 Organization 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 Organization 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 Organization 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 Organization is an independent entity. The Organization 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 Organization agrees that it will adhere to any donor stipulations placed on donated products.
8. **Inspection of food:** The Organization 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 Organization agrees to return or throw away any items found to be unfit for human consumption.
9. **"As is" condition:** The Organization 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 Organization.
10. **Liability release:** The Organization 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 Organization 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 Organization (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 Organization 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 Organization 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 Organization 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 Organization 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 Organization 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 Organization must meet any applicable local, state and federal health and safety requirements regarding the safe and proper handling of donated food.

12. **Proselytizing:** The Organization 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 Organization 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 Organization agrees to have only authorized staff or volunteers pick up or receive products from Yolo Food Bank. The Organization agrees to provide Yolo Food Bank with a list of up to five staff or volunteers who are authorized to pick up or receive products from Yolo Food Bank. The Organization 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 Organization 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 Organization 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 Organization 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 Organization 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 Organization agrees to make its records available to Yolo Food Bank.

18. **On-site inspections:** The Organization 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 Organization agrees to Yolo Food Bank's Invoice Payment Policy as described in Addendum B.
20. **Reports:** The Organization agrees to provide all reporting documents required by Yolo Food Bank. At a minimum, Partner Organizations will submit the Monthly Food Provider summary to Yolo Food Bank for each month the Organization receives food from the Food Bank.
21. **Active/inactive organization designation:** The Organization agrees that it will obtain products from Yolo Food Bank at least once a year to be deemed an active organization. If the Organization becomes inactive, then the Organization will not be allowed to obtain products from Yolo Food Bank. The Organization agrees that it will complete the Partner Organization application process again, prior to being reinstated as an active Partner Organization.
22. **Yolo Food Bank organization handbook:** The Organization agrees that it has received and will abide by the rules, regulations and guidelines at all times set forth by the Yolo Food Bank Organization Handbook and all future versions of the Handbook.
23. **Termination of organization agreement:** The Organization or Yolo Food Bank can terminate this agreement, with or without cause, at any time.



The Organization's authorized representative's signature below confirms that the Organization 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 Organization.

**Organization Signature:**

\_\_\_\_\_  
Organization Representative's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name of Organization Representative and Title

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Address of Organization

**Yolo Food Bank Signature:**

\_\_\_\_\_  
Michael Bisch, Executive Director  
Yolo Food Bank

\_\_\_\_\_  
Date



### Church/Religious Organization Qualifier Form

#### Required if applying as a church/religious organization and not a 501(c)(3)

The Internal Revenue Service uses 14 characteristics to determine whether an organization qualifies as a church or religious organization. In accordance with this provision, Yolo Food Bank has established a policy which requires that an organization which functions as an independent, unincorporated church or religious organization must certify that nine characteristics are evidenced by their program. The characteristics are as follows:

- A recognized creed and form of worship. (i.e. Statement of regulations and/or beliefs)
- A distinct legal existence. (Date of establishment, Board of Directors)
- A membership not associated with any other church or religious organization. (Church/religious organization officials/ officers are exclusively part of the church/religious organization and only that church/religious organization)
- A distinct religious history. (Background, date of establishment)
- A literature of its own. (Bible, creed)
- Established places of worship. (Church, meeting site)
- Regular congregations. (Regular gathering of church/religious organization members)
- Regular religious services. (Dates and/ or times of mass, readings)
- A definite and distinct ecclesiastical government. (Board of Directors, ministers)

As duly authorized officers of \_\_\_\_\_, we certify that this  
(Church/Religious Organization Name)  
organization meets the requirements indicated for identification as a church or religious organization.  
(Check appropriate items in the above listing)

Names:

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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 organization that requests delivery of product (within limits set by Feeding America).

## **Addendum B Invoice Payment Policy**

### **Methods of payment**

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

Method 1: Pay invoices when the organization picks up products at Yolo Food Bank.

Method 2: Pay invoices on a monthly basis.

- Partner Organizations 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 organization credit card or organization check. Personal credit cards, checks, money orders and cash will not be accepted.

### **Terms of suspension**

Each Partner Organization is allowed to put up to \$200 on their account. If amount maximum is reached, Partner Organization will be required to pay their invoice before they are allowed to shop again.

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

1. The organization has \$200 or more on their account;
2. The organization has an undisputed invoice that is 60 days old and remains unpaid;
3. The organization has a check that is returned by the bank for any reason;
4. The organization fails to adhere to any previous payment agreement with Yolo Food Bank;
5. The organization fails to submit monthly reports.

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

### **Length of suspension**

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

### Partner Organization Contact Information

Organization 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 five)**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Name of Bookkeeper/Accounts: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Organization Information**

Services provided by your organization: \_\_\_\_\_

Sources of funding for your organization: \_\_\_\_\_

Number of individuals served each month through your program: \_\_\_\_\_

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

\_\_\_\_\_

Does your organization take volunteer referrals? If so, who can volunteers contact? \_\_\_\_\_

\_\_\_\_\_

### **Partner Organization Warehouse Guidelines:**

- ✓ Partner Organizations must check in with a Yolo Food Bank staff member before shopping to ensure accounts are current and no monthly reports are due.
- ✓ The organization representative must have an organization shopping card or must be on the organization 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 5 representatives from one organization 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 Partner Organizations and warehouse staff.

### **Warehouse Shopping Hours:**

**Monday - Thursday: 8:30 am to 3:00 pm**

**Friday: 9:30 – 3:00pm**

**Monday – Friday: Please arrive before 3:00 pm to shop**

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