



SERVING EMERGENCY FOOD CENTERS THROUGH SOUTHERN CALIFORNIA

**1444 SAN FRANCISCO AVENUE
LONG BEACH, CA 90813
(562) 435) 3577
www.FoodbankofSoCal.org**

AGENCY APPLICATION

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FOR YOUR

INFORMATION

POSSIBLE REASONS FOR NON-COMPLIANCE

1. Inadequate storage.
2. Inadequate record-keeping procedures.
3. Agency has not been operating a continuous food program for three (3) months.
4. Agency has been denied participation at another Foodbank for selling donated items.
5. Unsanitary conditions at the site.
6. Agency desires to use a private residence for a food program serving the public.
7. Unclear nature of intent, services or practice of Agency.
8. No clear food program hours of operation.
9. False statements on application.

PRODUCT PICK-UP PROCEDURES

Here are some guidelines for ordering and picking up products from The Foodbank of Southern California.

These procedures are subject to change and never supersede signed documentation such as your Agency Agreement. If in doubt, please ask. We are always willing to answer any questions.

I. HOW TO PICK-UP PRODUCTS

A. Placing An Order

- An authorized person from your agency such as the director or cook, may place an order for products once a week.
- Our PRODUCT INFORMATION PHONE LINE NO. is (562) 435-3127. Please listen to what is available for order the day before calling the office to place your order. You will be told the weight per case of each item so that you can determine how many cases you need.
- Time: Presently you can place an order between 7:30 AM to 11:00 AM Monday through Friday.
- Our Order Clerk will ask for your name and Agency name. She will also need to know your SDA(account) number. You are welcome to ask for information as needed about the products. Some of our products come in “assorted” cases meaning they are mixed and we can’t specify the exact contents of each case. Your job is to be sure of what you order. We CANNOT make changes once the order is placed.

B. Picking Up Your Order

- Products are picked up the day after you place an order.
- You may schedule a pick-up between 7:15 AM – 1:15 PM. Our staff breaks between 10:00 AM to 10:15 AM and lunch from 12:00 PM to 12:45 PM. Therefore, no pick-ups are scheduled at these times.
- One or two people from your organization should be authorized to pick-up your products. You may also bring volunteers to help.

- To receive your products, please pull into the back lot and notify one of our warehouse staff that you are here to pick up. At your scheduled time, the products will be brought out along with an invoice.
- You will receive the white copy of the invoice when you receive your order. Please check your order to make sure that you receive all products on the invoice. Please sign the invoice before leaving.
- Our warehouse staff will bring your products out on a pallet. Your agency is responsible for loading your own products, stacking the pallets and cleaning up any trash or containers left in the lot.
- Our small warehouse staff is dedicated to getting your products to you as quickly and completely as possible. Please help them by cleaning your area.
- No changes may be made at the time of pick-up but please notify the warehouse staff if you do not receive part of your order or find something damaged.
- **IMPORTANT:** When you sign for your order, you are verifying that all products are received and in acceptable condition. Once your representative leaves the Foodbank, staff cannot be responsible for missing or damaged products.

II. **USDA – GOVERNMENT SURPLUS COMMODITIES**

- You are eligible for USDA COMMODITIES ONLY IF YOUR AGENCY IS APPROVED FOR THE USDA PROGRAM. The number of cases of USDA COMMODITIES you will be allowed to order will depend on the number of participants you are serving and available storage space at your site. These limits will be decided on at the orientation meeting and changed if your organization increases its distribution site.

SUSPENSION AND TERMINATION PROCEDURES

The Foodbank of Southern California, may from time to time, suspend or terminate a participating Agency, as a result of improper conduct by the agency. In order to insure that all suspensions and terminations are done in good faith and in a fair and reasonable manner, this outline tells you the procedures to be followed by The Foodbank when contemplating the suspension or termination of any agency.

I. GROUNDS FOR SUSPENSION OR TERMINATION

- A. Participation of an Agency in The Foodbank may be suspended or terminated upon the occurrence of any of the following events:
1. Non-compliance with any of the rules or regulations of The Foodbank that may be applicable to the Agency, as such rules and regulations may exist from time to time.
 2. Failure to satisfy participation qualifications, including, without limitations, the failure to maintain tax exempt status as a public charity or religious exempt organization under Section 501(c)(3) or Section 23701d of the Internal Revenue Code, as those sections may be amended from time to time.
 3. Failure to pay in a timely fashion any fees or assessments required by The Foodbank including contributions to the Agency Donation Program.
 4. The direct or indirect sale, barter, exchange or transfer, for consideration, of ANY food or other products received from The Foodbank, including, but not limited to USDA Commodities.
 5. Failure to provide required reports or agreements on a timely basis such as, but not limited to USDA Commodities Perpetual Inventory Reports, and total count for Population Served Worksheets.
 6. Other conduct that is materially and seriously prejudicial to the purpose and interest of The Foodbank.

- II. **AUTOMATIC SUSPENSION:** The following conduct will result in automatic suspension of Agency participation, until the matter is remedied:

- A. Agency Donations Contribution Account delinquency of sixty (60) or more days including delinquency resulting from a returned check.
 - 1. Agency participation will be reinstated upon The Foodbank Accounting Manager's receipt of a cashier's check, money order or cash which brings the Agency Donation Contribution account to a current status.
 - 2. Food pick-ups will be permitted on the next regularly scheduled day for the agency.

- B. Failure on two (2) or more months to submit accurate USDA Perpetual Inventory Reports by the 10th day of the month for activity in the previous month, when authorized to receive and distribute USDA COMMODITIES.
 - 1. Suspension will affect Agency receipt of USDA COMMODITIES ONLY.
 - 2. Agency USDA Commodities participation will be reinstated upon the receipt of an accurate USDA Perpetual Inventory Report.
 - 3. USDA Commodities pick-up will be permitted on the next regularly scheduled day.

- C. Failure to submit required signed agreements by the deadline stated in a notice from The Foodbank that such agreement is required for continued participation in The Foodbank.
 - 1. Agency participation will be reinstated upon The Foodbank's receipt of the signed agreement.
 - 2. Food pick-up will be permitted on the next regularly scheduled day.

- III. **INVESTIGATION:** Annually The Foodbank shall monitor each Agency without prior notice to insure compliance with The Foodbank's rules and reasonably substantiated allegation that an Agency has engaged in conduct that might subject to suspension or termination. The Foodbank shall investigate such allegations. In the event the monitoring or other investigation suggest that grounds exists for the suspension or termination of an Agency, The Foodbank's Director of Administration shall prepare and deliver to The Foodbank's President a written report regarding the, find recommending course of action.

Thereafter, the Director of Administration and the President shall confer and agree upon a proposed course of action. The President is authorized to take any reasonable remedial action in response to such a situation short of suspension or termination.

IV. EMERGENCY SUSPENSION: The President shall have the authority, with the concurrence of the Director of Administration, to suspend any Agency without prior opportunity to be heard for a reasonable discretion, the Agency's conduct is so materially and seriously prejudicial to the purpose and interests of The Foodbank that constitutes an emergency suspension, the President shall immediately notify the Agency of the same.

V. PROCEDURES FOR SANCTIONS:

A. If the Director of Administration and the President agree that an Agency should be suspended or terminated, the procedures set forth shall be followed:

1. The Agency shall be given at least fifteen (15) days prior to notice of the proposed suspension or termination and the reasons therefore. Notice shall be given by any method reasonably calculated to provide actual notice. Any notice given by mail shall be sent by certified or registered mail, return receipt requested to the Agency's last address, as shown on The Foodbank's record.
2. The Agency shall be given an opportunity to be heard either orally or in writing at least five (5) days before the effective date of the proposed suspension or termination. A hearing shall be held or the written statement considered, then The Foodbank's Board of Directors or a Committee, or person authorized by the board will determine whether the suspension or termination should take place.
3. The Board, committee or person shall decide whether or not the Agency should be suspended, terminated or sanctioned in some other way. A decision of the Board, committee or person shall be final.
4. Any Action challenging the suspension, termination or other sanctions imposed against the Agency including a claim alleging defective notice must be commenced within six (6) months after the date of the suspension, termination or other sanctions.

- VI. END OF SUSPENSION:** In general, a suspension will end when an Agency has provided evidence that it has corrected or stopped the practices which led to the suspension. When the suspension ends, the Agency may resume ordering.

- VII.** Once an Agency's participation in The Foodbank has been terminated, the Agency must formally re-apply for Foodbank's participation including submission of all required completed application documents and subsequent site visit. All re-application will be treated the same as a new Agency application for the Foodbank's participation.

APPLICATION PROCESS

When an organization submits an application for Agency membership, it is reviewed by the Director of Administration. A letter will be sent if the application is incomplete, supporting documents are missing, or more information is needed.

Once the application is complete, a Foodbank Representative will call to schedule a site visit. During the site visit, we will check storage space, area of distribution, and/or food preparation, and check for general cleanliness. We are also available at this time for questions about the Foodbank.

The application and site visit report will be submitted to the Board of Directors, which meets once a month. You will be notified of the decision by telephone.

WELCOME!

Thank you for your interest in The Foodbank of Southern California. Enclosed are the necessary forms and information your organization will need to apply for Agency Membership. Please complete the Agency Application, read and sign the Agreement forms, and compile copies of the supporting documents listed below.

To support your application, please provide:

1. A copy of the letter of determination from the Internal Revenue Service which grants your organization federal tax exempt status.
2. Articles of Incorporation
3. A copy of California Department of Social Services License, if applicable.
4. A copy of County or other Health Certificates covering your onsite feeding operation and your specific food handlers card, if applicable.
5. A current list of your Board of Directors.

If available, please include a pamphlet describing your agency.

Please forward all completed forms and materials to:

THE FOODBANK OF SOUTHERN CALIFORNIA
1444 SAN FRANCISCO AVENUE
LONG BEACH, CA 90813
ATTN: AGENCY RELATIONS

AGENCY APPLICATION FORM

Please complete all sections. Write "NA" if a question is not applicable to your organization.

Part I. GENERAL INFORMATION

Name of Organization: _____

Mailing Address: _____

Office Phone: _____

Director of Organization: _____

Program Director (if applicable): _____

Food Program Director or Contacts (if applicable):

1) _____ Phone# () _____

2) _____ Phone# () _____

Program Distribution Sites

(Attach additional sheets, if necessary.)

Site 1

Address: _____

Phone: _____

What type of food storage?

Dry Refrigeration Freezer None

Site 2

Address: _____

Phone: _____

What type of food storage?

Dry Refrigeration Freezer None

Site 3

Address: _____

Phone: _____

What type of food storage?

Dry Refrigeration Freezer None

Is the organization incorporated? Yes No

Is the organization part of a larger or parent organization? Yes No

Parent Organization: _____

Mailing Address: _____

Director: _____

Does your organization have tax-exempt status under Section 501 (c) (3) from the Federal Internal Revenue Service? Yes No

You will need to submit a copy of your letter of determination from the IRS.

Does your PARENT organization have tax-exempt status under 501 (c) (3) from the Federal Internal Revenue Service? Yes No

*Please submit a copy of this letter of determination from the IRS.

Is your parent organization legally responsible for the operations and liability of your program? Yes No

If "No", please explain: _____

What is your primary source of funding? _____

General Liability Insurance Company's Name: _____

Service Provided By Your Organization

Please describe services provided by your organization: _____

Who is eligible for your services? _____

Are fees charged for these services? Yes No

If yes, explain: _____

Agency Operation - Days & Hours

Days of Agency Operation: _____

Hours: _____

Service Operation Days & Hours (ie: Food Pantry, Counseling Service, etc.):

Geographic Service Area

People receiving your services primarily come from:

Cities: _____

Zip Code(s): _____

Street Boundaries: (North)_____ (South)_____
(East)_____ (West)_____

PART II. PROGRAM INFORMATION

Please fill out the following sections that apply to your organization, as follows:

If your organization includes or plans to include:

- A. A food pantry or soup kitchen, emergency box/bag program, hot meal provider, etc. FILL OUT SECTION A & C.

If your organization includes or plans to include:

- B. A residential program, daycare center or shelter, etc. FILL OUT SECTIONS B & C.

Section A. Programs Providing Relief Food Give-Away and Meals

(Food pantries, emergency box/bag program, hot meals, etc.)

1. Do you presently have a food program in operation? Yes No
2. How long has it been in operation? _____
3. Has your organization had a food program in operation in the past? Yes No
4. Why was it discontinued? _____
5. Please explain the mission or goals of your organization, and give a brief description of the food program's overall operation. (Use space below or attach a separate sheet.)

6. Is all food distributed at the above site location(s) or do you deliver? Yes No If "yes" please describe your delivery program: _____

7. Number of food packages distributed:
Per Month _____ Per Week _____

Number of Meals served:
Per Month _____ Per Week _____ Seasonally _____

8. Where is the food prepared, packed and/or cooked? _____

(Please submit a copy of a health certificate for your kitchen, if food is prepared. See p.1 Supporting Documents needed.)

9. How many people does your agency provide food for?

	#of People	Average Household Size
Per Distribution	_____	_____
Weekly:	_____	_____
Monthly:	_____	_____

10. Approximately how many pounds of food does your agency give per person per distribution?

SECTION B. PROGRAMS PREPARING FOOD FOR CLIENTS, RESIDENTS OR STUDENTS (daycare centers, shelters, residential programs, etc.)

1. How many individuals are in your program? _____

2. How many people are fed Breakfast _____, Lunch _____, Dinner _____, Snacks _____?

3. Is food prepared and served at the same location? Yes No
If No, please explain where it is served and how food is delivered? _____

4. Date of last Health Department Inspection: _____
(you will need to provide a copy of the Health Permit for each site of food preparation. See p.1 Supporting Documents needed.)

5. Please explain the mission or goals of your organization and give a brief description of the program's overall operation. (Use space below or attach a separate sheet.)

SECTION C. ALL FOOD PROGRAMS

1. How does your agency determine that people are in need of food? _____

2. Does your agency have a record keeping system in place for the food program? Yes No

If "Yes" please describe your record keeping system: _____

3. Do persons receiving food from your agency pay monies or make donations for food? Yes No
If Yes, please explain in detail: _____

4. What other sources of food will supplement your Foodbank participation?

5. Does your agency use another Foodbank? Yes No

6. What percentage of food served or distributed will come from The Foodbank of Southern California? _____%

7. Do recipients have any special dietary needs? Yes No
If "Yes", please explain: _____

8. Food Storage Capacity – Please provide the following dimension for each site:
Site 1 address: _____
Dry Storage: _____
Refrigeration: _____ Freezer: _____
(keep at 40° or less) (keep at 0° or less)

Site 2 address: _____
Dry Storage: _____
Refrigeration: _____ Freezer: _____
(keep at 40° or less) (keep at 0° or less)

9. Food Pick-Up at the Foodbank generally requires a van, truck, or station wagon.
Please identify your transportation so that we can schedule your agency properly: _____

Persons authorized to pick-up food (limit of two people, though volunteers may be brought to assist in loading):

1. _____
2. _____

CERTIFICATION:

I certify that the above application is complete and the information is correct to the best of my knowledge. I understand that false information on this application may be considered grounds for immediate termination of agency participation in The Foodbank of Southern California.

Agency Director

Approved By: _____
Foodbank Dir. Of Admin

Date

Foodbank President

AGENCY DONATION AGREEMENT

WHAT IS AGENCY DONATION?

Agency Donation's are not a purchase price for food received, but rather it is a contribution toward food and transportation costs. Agency Donation's are vital to The Foodbank's operation and the maintenance of all of our efforts in emergency food distribution.

HOW MUCH IS AGENCY DONATION?

The current maximum agency donation is (10) ten cents per pound. The National Foodbanking Network, has established a ceiling of (22.5) twenty-two point five cents per pound, with the national average at (18.5) eighteen point five cents per pound.

WHEN DO YOU PAY?

In order for us to continue providing food, the agency donation's must come in on a regular basis. Agencies should be prepared to pay agency donation's as products are received. In cases where donations are received reliably and promptly, they can be made on a monthly basis.

CAN CHARGES BE PASSED ON?

Charges CAN NOT be passed on to the recipients of the food. Agency Donation is the responsibility of the Agency receiving and distributing the food. Federal and State guidelines prohibit the sale of donated food to needy individuals.

I have read and understand the above statement regarding AGENCY DONATION.

Date

Agency Director

AGREEMENT FOR DISTRIBUTION OF DONATED FOOD

_____ agrees not to:
(Agency Name)

Sell, exchange or barter food or other products received from THE FOODBANK OF SOUTHERN CALIFORNIA for money in any way or under any circumstances. I understand that any documented instances of selling any product received from THE FOODBANK OF SOUTHERN CALIFORNIA is grounds for immediate termination of this agency's participation.

Agency Executive Director

Agency Name

Address

City/Zip Code

Date

The Foodbank of Southern California
President

Date

LIABILITY RELEASE

The undersigned authorized agent of: _____
(name of agency)

(hereinafter referred to as the agency) hereby warrants that the following indemnity will apply during any and all periods in which said agency receives assorted foods from The Foodbank of Southern California (hereinafter referred to as FB So. Cal.)

It is agreed by and between FB So. Cal and the agency that:

1. The donated food will be fully inspected by the agency's authorized representative upon presentation and found fit for human consumption.
2. The donated food provided by FB So. Cal is accepted by the agency "as is."
3. FB So. Cal. and the original donor expressly disclaim, as to the donated food, any implied warranties of merchantability or fitness for particular use, including any implied or express warranties that said donated food is fit for human use or consumption.
4. There have been no express warranties in relation to the donated food.
5. The agency releases both the original donor and FB So. Cal. from any liability resulting from the condition of the donated food and further agrees to indemnify and hold FB So. Cal. and the original donor free and harmless from and against any and all liabilities, damages, losses, claims, causes of action, and suits at law, or in equity, or any obligations whatsoever arising out of or attributed to any action of the agency or any personnel employed by the agency in connection with its storage and use of the donated food.
6. The agency, including any personnel of the agency, will not sell or offer donated food for sale directly or indirectly. Any such sale or offer will immediately terminate the agency's right to further participate in the program of FB So. Cal.

Agency Name

Date

**THE EMERGENCY FOOD ASSISTANCE PROGRAM (TEFAP)
RECOMMENDED AGREEMENT BETWEEN
FOOD BANK AND DISTRIBUTION AGENCY/SITE
(April 2010)**

This agreement is between _____ (Agency/Site)
and _____ (Food Bank).

If an agency, hereafter referred to as site, is conducting congregate feeding exclusively, then it agrees to abide by items 7-20 only.

1. The site agrees to distribute United States Department of Agriculture (USDA) commodities, hereafter referred to as commodities, to eligible recipients who live within the site's defined geographical service area.
2. If a recipient from out of the site's service area requests food, the site will serve them on a one time exception basis and will advise the recipient of their proper distribution site.
3. Recipients must self certify that they are income eligible by signing the EFA-7 sign-in sheet.
4. The site agrees to provide provisions for people incapable of signing their own name on the EFA-7 sign-in sheet.
5. The site agrees to require an Alternate Pick Up form or note from income eligible recipients unable to attend the physical distribution. The individual picking up commodities for these recipients must possess the form or note, and/or any other documents the distribution site or food bank may require. The form or note should be maintained with the EFA-7 sign in sheet. Recipients are required to provide a new Alternate Pick Up form or note every 30 days.
6. In the event the site is providing commodities to homebound recipients, the site agrees to ensure that these recipients sign the EFA-7 sign-in sheet.
7. The site agrees to have prominently displayed in clear sight of recipients the following signage at times whenever commodities are distributed:
 - a. "And Justice for All" poster Form AD-475C
 - b. CDSS established Income Guidelines
8. The site agrees to notify the food bank immediately of any changes in distribution location(s), distribution hours, or days of operation. A representative of the Site must be present during the scheduled hours of each distribution to direct recipients to an alternate emergency food pantry in the event that all of the available food is distributed before the scheduled end time.
9. The site agrees to not charge recipients for any commodities they receive, nor shall they be asked or solicited for payment or donations of any kind in conjunction with receiving commodities.
10. The site agrees never to sell or trade commodities.
11. The site agrees not to redistribute commodities to other sites, or any other entity without prior written approval from the food bank.

TEFAP Site Agreement
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12. The site agrees to obtain prior written approval from the food bank before conducting closed distributions.
13. The site agrees that no political, religious, or any other non-related activity can be conducted as a condition of, or in conjunction with, receiving commodities or prepared meals containing commodities.
14. If storing commodities, the site's storage area must meet the following conditions:
 - a. Storage area must be sanitary and free from infestation
 - b. Commodities must be maintained at proper storage temperatures
 - c. Commodities must be stocked separately, in an identifiable manner
 - d. Commodities must be stored off the floor, in a manner to allow for adequate ventilation.
 - e. Storage area must be safeguarded against theft, spoilage, loss, or misuse
15. The site agrees to allow storage facilities to be inspected by Federal, State, and local authorities for health requirements.
16. The site agrees to check quality and quantities received, and to sign for receipt of commodities when delivered or picked up from the food bank.
17. Either party may terminate this agreement by giving 30 days written notice to the other party. The food bank or the State may cancel this agreement immediately upon receipt of evidence that the site is not in compliance with the terms and conditions referenced in aforementioned terms.
18. The food bank, USDA and EFAP retain the right to visit and inspect the site without prior notice.
19. The site agrees to abide by any addendums the Food Bank requires.
20. The site will operate the program in accordance with Title 7, Code of Federal Regulations (CFR), Parts 250 and 251 (see attached excerpt from Section 5 of the TEFAP Policy and Procedure Manual) that pertain to the Emergency Food Assistance Program.

Authorized Agency/Site Representative

Date

Distribution Site Address

Food Bank Representative

Date

AGREEMENT FOR DISTRIBUTION OF USDA COMMODITIES

Sub Distributing Agency: _____

Address: _____ Phone: _____

City, State: _____ Zip: _____

As a private, non-profit agency, operating a non-profit food distribution program, makes application to The Foodbank of Southern California (FBSC) to become a sub-distributing agency (SDA) for commodities, donated by USDA, to The State of California Emergency Food Assistance Program, and for other donated and surplus food, for use and disposition in accordance with the terms and conditions appearing as part of this agreement.

Furthermore SDA agrees to the following requirements:

1. All records pursuant to the distribution of USDA Commodities must be retained by said SDA for a minimum of 3 years.
2. SDA must properly complete and maintain all EFA-7 (sign in) forms related to the distribution of USDA commodities.
3. SDA agrees that said agency maintains an open distribution of all USDA commodities by utilizing public notification in the form of signage or advertising that discloses verbiage to the effect that the distribution is open to the general public.
4. Posting of Income Guidelines must occur during every distribution of USDA commodities and must be posted in a conspicuous place which is easily identifiable by all recipients.
5. SDA agrees to comply and operate in accordance with Title 7 parts 250 and 251 of the Code of Federal Regulations.
6. SDA agrees to notify the FBSC within 30 days of any and all changes to site location, days and times of the distribution of USDA commodities.

Failure to comply with the above requirements will result in the immediate suspension, up to and including the termination of the SDA's distribution of all USDA commodities. In the event termination of this agreement by the FBSC with said SDA should occur, due to non-compliance of any of the above regulations, said SDA agrees to immediately return all records and USDA commodities to the FBSC. This agreement may be terminated by either party with a written thirty-day advance notice.

Date

Sub Distributing Agency _____
Print or Type Name

Authorized Representative _____
Print or Type Name

Signature

Print or Type Title

This application, when approved by The Foodbank of Southern California shall constitute agreement and shall remain enforced until written notice to the contrary is given.

The Foodbank of Southern California

Date _____

Foodbank Authorized Representative _____
Signature

Title

Agency No# _____

SUSPENSION AND TERMINATION PROCEDURES

Dear Agency:

Enclosed, please find suspension and termination procedures applicable for participation at The Foodbank of Southern California. Please read the information carefully. The suspensions' and terminations' are done in good faith and in a fair and reasonable manner.

Please acknowledge that you have received the "Suspension and Termination Procedures" by entering the agency name, signature and date below. This letter must be returned with your agency application.

If you should have further questions regarding this matter, please contact me at (562) 435-3577.

Sincerely

Director of Administration
The Foodbank of Southern California

Yes, I have received the rules concerning Suspension and Termination Procedures.

NAME OF AGENCY: _____

SIGNED: _____ DATE: _____