



SERVING EMERGENCY FOOD CENTERS THROUGHOUT SOUTHERN CALIFORNIA

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

AGENCY APPLICATION

Thank you for your interest in The Foodbank of Southern California. Enclosed are the necessary forms and information your organization will need to supply to us in order 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 County or other Health Certificates covering your onsite feeding operation and your specific food handlers' card, if applicable.
4. A current list of your Board of Directors, on your agency letterhead.

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 AVE
LONG BEACH, CA 90813
ATTN: AGENCY RELATIONS**

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 - b. Agency Agreement (2 pages)
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FOR YOUR

INFORMATION

POSSIBLE REASONS FOR NON-COMPLIANCE

1. Inadequate storage.
2. Inadequate record-keeping procedures.
3. Agency has been denied participation at another Foodbank for selling donated items.
4. Unsanitary conditions at site.
5. Unclear nature of intent, services or practices of Agency.
6. No clear food program hours of operations.
7. False statements on application.
8. Oversaturated sites in any given geographic area.

PRODUCT PICK-UP PROCEDURES

Procedures are subject to change and never supersede signed documentation such as your Agency Agreement.

I. HOW TO PICK-UP PRODUCTS

A. Placing An Order

- An authorized person from your agency may place an order for products once a week.
- Our product phone number is (562) 435-3127. Please listen to what products are available. Please order the day before you wish to pick up your order.
- You may place an order between 7:30am to 11:00am Monday through Friday.
- When you call to place your order, our order clerk will ask for your name, Agency name, and the SDA account number. Please ask questions about products that are available. Some of our products come in “assorted” cases meaning they are mixed and we can't specify the exact contents of each case.

B. Picking Up Your Order

- Products are picked up the next scheduled business day after you place an order
- You may schedule a pick-up between 7:30am-11:30am. Our staff breaks between 10:00am to 10:15am and from 12:00pm-12:30pm
- 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 your vehicle into the shipping and receiving area and notify our front office staff that you are here to pick up. At your scheduled time, the products will be brought out to your vehicle.

- You are given the white copy of the invoice when you accept your order. Please check your order to make sure that you receive all products on the invoice.
- 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. Please sign the invoice before leaving.
- Our small warehouse staff is dedicated to getting your products to you as quickly as possible.
- **IMPORTANT:** When you sign for your order, you verify that you have received all products in acceptable condition. Once your representative leaves the Foodbank, we will not be responsible for missing products.

II. TEFAP- COMMODITIES

1. The number of cases of TEFAP 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 pre-determined after the orientation meeting and may be changed if your agency increases or decreases its distribution population.

SUSPENSION AND TERMINATION PROCEDURES

The Foodbank of Southern California may find it necessary to suspend or terminate a participating Agency. In order to insure that all suspensions and terminations are done in a fair and reasonable manner, the following procedures will be followed:

I. GROUNDS FOR SUSPENSION OR TERMINATION

- A. Participation of an Agency may be suspended or terminated upon the occurrence of any of the following events:
1. Non-compliance with any of the rules and regulations of the Foodbank and its programs.
 2. Failure to satisfy participation qualifications, including, without limitation, 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. 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 TEFAP commodities.
 4. Failure to provide required reports or agreements by the predetermined deadlines. Examples of these reports are not limited to the TEFAP Inventory and Total Counts for Populations reports, which are due in our offices no later than the 10th.
 5. 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 an automatic suspension of Agency participation:

- A. Failure to submit accurate TEFAP Inventory and Total Counts for Populations reports for two consecutive months by the 10th day of the month for activity in the previous month.

1. Suspension will affect Agency receipt of TEFAP commodities only.
 2. Agency TEFAP participation may be reinstated upon the receipt of accurate TEFAP inventory and Totals Counts for Populations reports
- B. Failure to submit required signed agreements by the deadline stated in a notice from The Foodbank that such agreement is required for continued participation with The Foodbank.
1. Agency participation may be reinstated upon The Foodbank's receipt of the signed agreement.

III. INVESTIGATION

Annually, The Foodbank shall monitor each Agency, without prior notice, to insure compliance with The Foodbank's rules and regulations. Any violations noted, authorizes The Foodbank to take any reasonable remedial action in response to these violations such as suspension or termination.

IV. EMERGENCY SUSPENSION

The Agency Relations Manager shall have the authority, with the concurrence of the CEO, to suspend any Agency, without prior notice, on an emergency basis if it is found that the Agency's conduct is materially and seriously prejudicial to the purpose and interests of The Foodbank.

V. PROCEDURES FOR SUSPENSION AND TERMINATION

1. The Agency shall be given at least fifteen (15) days prior to the notice of the proposed suspension or termination and the reasons thereof. 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 in The Foodbank's records.
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 statements considered by the Foodbank to determine whether a suspension or termination should take place.

3. The Foodbank shall decide whether or not the Agency should be suspended, terminated or sanctioned in some other way. The decision of the Foodbank 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. AGENCY RE-APPLICATION

Once an Agency's participation with The Foodbank has been terminated, the Agency must formally re-apply and submit all required applications and documents. All re-applications will be considered a new application.

AGENCY APPLICATION FORM

Please complete all sections. Write "N/A" 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 your organization incorporated? Yes No

Is it 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 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.)

PART 2. FEEDING PROGRAM INFORMATION

Fields of Service (check all that apply)

(A) Emergency Box/ Food Pantry

_____ Emergency food (provide food on a one time/short term basis)

_____ Food Pantry (provides food on a regular basis to help supplement a family's need)

(B) Residential Program (cooking and serving meals to registered clientele)

_____ Day Camps (Children) _____ Residential Camps

_____ Family Day Care (Children or Adults) _____ Day Care Centers

_____ Developmental Facilities for disabled children & adults

_____ Group care or living for seniors

_____ Shelter programs

_____ Drug/Alcohol Rehabilitation

(C) Soup Kitchen (cooking and serving meals to walk-in clients on regular basis)

_____ Soup Kitchen _____ Snacks only

1. Who is eligible for your services? _____

2. Are fees charged for these services? Yes No

3. Days and hours of feeding program(s):

Monday _____

Tuesday _____

Wednesday _____

Thursday _____

Friday _____

Saturday _____

Sunday _____

4. Do you presently have a food program in operation? Yes No

5. How long has it been in operation? _____

6. Has your organization had a food program in operation in the past? Yes No
If yes, why was it discontinued? _____

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

Geographic Service Area

People receiving your services primarily come from:

Cities: _____

Zip Code(s): _____

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

Section 2. Program Information

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

1. Number of food packages distributed:

Per month _____ Per week _____

2. Number of meals served:

Per month _____ Per week _____

3. 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 page 1, supporting documents).

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

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

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

6. How many people are in your program? _____

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

8. Date of last Health Department Inspection: _____

Part 3. All 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 percentage of food served or distributed will come from the Foodbank of Southern California? _____%

5. Does your agency use another Foodbank? Yes No

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

7. Do recipients have any special dietary needs? Yes No

8. Food Storage Capacity- Please provide the following dimensions 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)

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.

_____ Approved By: _____
Agency Director Foodbank of Southern California
Agency Relations

_____ _____
Date Foodbank of Southern California
CEO

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 instance 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
CEO

Date

LIABILITY RELEASE

The undersigned authorized agent of: _____
(Agency name)

(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 FBSC).

It is agreed by and between FBSC and the agency that:

1. The donated food will be fully inspected by the agencies authorized representative upon presentation and found fit for human consumption.
2. The donated food provided by FBSC is accepted by the agency "as is".
3. FBSC 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 FBSC from any liability resulting from the condition of the donated food and further agrees to indemnify and hold FBSC and the original donor free and harmless from and against any and all liabilities, damages, losses, claims, causes for 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 any programs with FBSC.

Agency Name

Date

AGREEMENT FOR DISTRIBUTION OF TEFAP COMMODITIES

Sub Distributing Agency (SDA): _____

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 TEFAP, 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 TEFAP commodities must be retained by said SDA for a minimum of 4 years.
2. SDA must properly complete and maintain all EFA-7 sign-in forms related to the distribution of TEFAP commodities.
3. SDA agrees that said agency maintains an open distribution of all TEFAP commodities by utilizing public notification in the form of signage of 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 TEFAP 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 TEFAP 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 TEFAP commodities. In the event termination of the 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 TEFAP commodities to the FBSC. This agreement may be terminated by either party with a written thirty-day advance notice.

Date

Sub Distributing Agency _____

TEFAP AGREEMENT

Agency 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 Agency Relations _____
Print

Signature

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 form must be returned with your agency application.

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

Sincerely,

Agency Relations,
The Foodbank of Southern California

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

NAME OF AGENCY: _____

SIGNED: _____ DATE: _____



**THE EMERGENCY FOOD ASSISTANCE PROGRAM (TEFAP) AGREEMENT BETWEEN THE
FOODBANK OF SOUTHERN CALIFORNIA AND DISTRIBUTION AGENCY/SITE
(2021)**

This agreement is between _____ (Agency/Site)
And _____ (Foodbank).

1. The agreement is considered permanent, with amendments to be made necessary [7 CFR 251 (c)(2)];
2. The site agrees to distribute United States Department of Agriculture (USDA) commodities, hereafter referred to as TEFAP commodities, to eligible recipients who live within the site's defined geographical service area.
3. 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 or to a referral agency.
4. Proof of household income shall not be required for recipients to receive TEFAP commodities. Income eligibility is a self-declaration by recipients after reviewing posted income guidelines.
5. The site agrees to provide TEFAP food free-of-charge to eligible individuals. No supporting documentation is required for income eligible determination. Individuals receiving commodities will self-certify they meet income guidelines, by signing their name on the EFA-7 sign-in sheet.
6. The site agrees to provide provisions for people incapable of signing their own name on the EFA-7 sign-in sheet.
7. 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 Foodbank may require. The form or note should be maintained with the EFA-7 sign-in sheets. Recipients are required to provide a new Alternate Pick Up form or note every 30 days.
8. In the event that the site is providing commodities to homebound recipients, the site agrees to ensure that these recipients sign the EFA-7 sign-in sheet.

TEFAP AGREEMENT

9. The site agrees to have prominently displayed, in clear sight of recipients, the following signage whenever commodities are distributed:
 - a. "And Justice for All" poster Form AD-475A
 - b. Current CDSS established Income Guidelines, next to EFA-7 sign-in sheets
 - c. TEFAP Written Notice of Beneficiary Rights (only sites that are religious in nature)
10. The site agrees to provide written notification immediately to the Foodbank 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.
11. The site agrees never to sell or trade commodities.
12. The site agrees not to redistribute commodities to other sites, or any other entity without prior written approval from the Foodbank.
13. The site agrees to make available any accounts and records pertaining to operations under this agreement to the California Department of Social Services, USDA or any other state entity or statutory authorized person conducting an inspection, review, or audit.
14. The site must be open to the general population, unless written approval from the Foodbank is obtained prior to conducting closed distributions.
15. The site agrees that no political, religious, or any other non-related activity be conducted before, as a condition of, or in conjunction with, recipients receiving commodities or prepared meals containing commodities.
16. 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 recorded in a temperature log.
 - 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.
17. The site agrees to check quality and quantities received, and to sign for receipt of commodities when picked up from the Foodbank.
18. Either party may terminate this agreement by giving 30 days written notice to the other party. The Foodbank 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.

TEFAP AGREEMENT

19. The Foodbank, USDA, and TEFAP representatives retain the right to visit and inspect the site without prior notice.
20. The site agrees to abide by any addendums the Foodbank requires.
21. 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.
22. The site agrees to conduct at least monthly, an inventory of USDA foods, if storing food.
23. The site agrees to keep an inventory of commodities showing what is on hand, received, distributed and/or returned to the Foodbank. A perpetual inventory report shall be submitted to the Foodbank by the 10th business day of each month detailing the number of cases of commodities received, distributed or remaining.
24. The site agrees to submit to the Foodbank, monthly household reports, detailing the number of duplicated and unduplicated households and persons served. This household report shall be submitted to the Foodbank by the 10th business day of each month.
25. The site agrees to maintain TEFAP reports and sign-in sheets for four years at your agency site.
26. The site agrees to train all agency frontline and non-frontline staff and volunteers annually who handle personal information and/or interact with TEFAP food recipients regarding Civil Rights. The site agrees to use only the established Civil Rights training approved and provided by the California CDSS Office.
27. The site agrees to ensure that under no circumstances will they discriminate due to race, color, national origin, sex, age, religion, political beliefs or disability. Sites must print the following statement on all printed outreach materials that advertise a TEFAP distribution. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

TEFAP AGREEMENT

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: How to File a Complaint, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

28. The site agrees that in case of disaster or during post disaster recovery, it may be required but not limited to the following: distribute food and/or supplies to people affected by the disaster, operate distribution site outside of normal business hours or operation and/or provide short term storage for USDA foods, other food items and/or supplies.



Please indicate the days and times of distributions:

Agency Name: _____ Acct# _____ Contact Name: _____

Address: _____ City/State/Zip: _____

Email: _____ Phone: _____

Define your geographical service area: (zip codes/city) _____

Please use separate forms for additional sites

Day(s) of Distribution	Start Time	End Time	Start Time	End Time
Monday	_____	_____	_____	_____
Tuesday	_____	_____	_____	_____
Wednesday	_____	_____	_____	_____
Thursday	_____	_____	_____	_____
Friday	_____	_____	_____	_____
Saturday	_____	_____	_____	_____
Sunday	_____	_____	_____	_____

Please circle if your distribution is: Weekly; Bi-Weekly (schedule dates must be attached for next 12 months); Bi-Weekly: 1st, 2nd, 3rd, 4th or Monthly: 1st, 2nd, 3rd, 4th

Foodbank of So Cal Name & Title (Print/Type)

Foodbank of So Cal Signature

Date

Sub Agency Name & Title (Print/Type)

Sub Agency Rep Signature

Date

TEFAP AGREEMENT