



MEMBERSHIP AGREEMENT

Second Harvest Foodbank of Southern Wisconsin exists to end hunger in Southwestern Wisconsin.

The purpose of this Membership Agreement between Second Harvest Foodbank of Southern Wisconsin and the undersigned Member Agency is to establish membership in Second Harvest Foodbank's agency network, provide definition and guidance for the relationship between the agency and Second Harvest Foodbank, foster a collaborative spirit, and improve the joint capacity of our organizations to provide solutions to the problem of hunger within southwestern Wisconsin.

This agreement is established by:

**Second Harvest Foodbank of Southern Wisconsin
2802 Dairy Drive
Madison, WI 53718**

Contact:

and

**(Member Agency NAME)
(Member Agency ADDRESS)
(Member Agency CITY, STATE, ZIP)**

Contact:

This agreement covers the period of July 1, 2017 through June 30, 2019.

OBLIGATIONS of SECOND HARVEST FOODBANK OF SOUTHERN WISCONSIN

Second Harvest Foodbank of Southern Wisconsin (SHFBSW) has the following obligations under this Membership Agreement:

Roles and Standards

1. As the core function of the organization, procure product and maintain an allocation system agreed upon by Second Harvest Foodbank and its Member Agencies.
2. Maintain and devote adequate resources, as reasonably determined by the Board of Directors of Second Harvest Foodbank, to fulfill Second Harvest Foodbank's obligations under this contract.
3. In order to ensure that the most stringent food safety standards are met, comply with all applicable Federal, state and local regulations and statutes relating to the receiving, storing, shipping, processing and handling of products, including the following: Model Food Salvage Code; Federal Food, Drug & Cosmetic Act, PL 75-717; Fair Packaging and Labeling Act, PL 89-755, prohibiting the distribution of any food item (except fresh fruit and vegetables) without a label; and, the Current Good Manufacturing Practices for the Manufacturing, Processing, Packing or Holding of Human Food, emanating from those statutes found in Chapter 21 of the Code of Federal Regulations, Section 110.1 et. Seq.
4. Monitor relevant laws and regulations for changes. Comply with changes in relevant laws and regulations.
5. Enforce compliance with standards and recommend revisions to standards when appropriate.
6. Ensure food safety training, including the provision of curriculum and materials, for key staff in Member Agencies. Key staff include those who pick-up, transport, and/or distribute food donations and/or persons who supervise those activities. When trained representatives turn over, SHFBSW will provide training as soon as possible to the new staff.

Member Agency Engagement and Support

1. Provide consultation and best practice information to Member Agencies, as requested, on operational matters.
2. Provide technical assistance for storage, distribution and/or preparation of products received from SHFBSW.
3. Provide forums and opportunities for networking and best practice sharing among Member Agencies.
4. Provide excellent customer service to Member Agencies.
5. Ensure access to trainings and conferences, grant opportunities, research projects, and advocacy campaigns to Member Agencies.
6. Act in good faith and work collaboratively with Member Agencies to support their success.
7. Inform Member Agencies of changes in relevant laws and regulations in a timely manner.
8. Inspect and review the Member Agency site to ensure compliance with federal, state and local laws and/or regulations. Assist Member Agencies to successfully address issues of non-compliance.

Public Engagement and Support

1. Maintain the name "Second Harvest Foodbank of Southern Wisconsin" and its brand identity for the duration of this contract.
2. Conduct periodic assessments of public awareness of the issue of hunger and provide resources to advise member agencies on awareness issues and activities. Conduct research on hunger and the charitable food assistance system and share this information with the member agencies.
3. Coordinate and conduct public awareness efforts. When Member Agencies are asked to participate in awareness campaigns, SHFBSW will provide tools that help facilitate Member Agencies to take action (e.g. Hunger Action Month, Million Pound Challenge, etc.).
4. When implementing or entering into joint campaigns or promotions involving Member Agencies, structure and execute such campaigns to meet the needs of both SHFBSW and our Member Agencies, subject to donor direction. Portray and convey the critical role of Member Agencies.

OBLIGATIONS of SECOND HARVEST FOODBANK OF SOUTHERN WISCONSIN'S MEMBER AGENCIES

As a Member Agency of Second Harvest Foodbank of Southern Wisconsin (SHFBSW), I agree that my Agency and its programs will comply with the following obligations under this Membership Agreement:

Eligibility

1. Currently holds and will maintain a tax-exempt 501(c)(3) status from the IRS, is a wholly-owned by a 501(c)(3) organization or a church that meets the definition used by the IRS.
2. Is not a private foundation, even if my Agency has an exemption under Section 501(c)(3) of the IRS Code.
3. Is not a foster parent association or day care association.
4. Is not located in an individual's house or home. Food and non-food products may not be stored or prepared in an individual's home.
5. Is incorporated for the purpose of serving the ill, needy, or infants or be a church, and places emphasis on serving needy clients.
6. Will distribute donated products free of charge for use by the ill, needy, or infants, limited to distribution and use in SHFBSW's service area.
7. Will not sell or use donated product in exchange for money, other property, or services.
8. Will keep records which accurately reflect the total amount of product received through SHFBSW's programs (including product picked up through SHFBSW's-enabled programs such as Fresh Connect) for at least one year.
9. Will ensure that all donated product from all sources (including store donation programs) conforms to any applicable provisions of the Federal Food, Drug, and Cosmetic Act (as amended), and any regulations that follow.
10. Will only designate some other non-501(c)(3) organization as its agent in distributing donated product obtained from SHFBSW to eligible people under the following conditions:
 - a. The Agency that is a 501(c)(3) organization or church must affirm such designation in writing, acknowledging the responsibility to enforce all provisions of its agreement with SHFBSW with regard to the designated group;
 - b. The Agency that is a 501(c)(3) organization or church must be programmatically, fiscally and legally responsible for the donated product handling/distribution activities of the designated group; and
 - c. Funds used to pay handling fees assessed by SHFBSW must come from the 501(c)(3) organization or a church and not from the designated group, and all money received and disbursed in connection with the donated product handling/distribution activity will go through the fiscal books of the Agency that is a 501(c)(3) organization or church.

Operations

1. Will utilize membership in SHFBSW's network to serve those in need. Member Agencies must substantiate that at least 51% of program clientele have self-declared that they are low income or in crisis. (SHFBSW defines low income as no more than 200% of the current year's Federal Poverty Guidelines.) Will have documented criteria for determining need, procedures for ensuring that those who receive assistance meet the criteria (that the final recipient of the product is ill, needy or infant), and an outline of those procedures for making this determination.
2. Will abide by the policies, procedures and record-keeping requirements of SHFBSW.
3. Will consent to regular monitoring, a minimum of every two years, to assist, advise and inspect product storage, handling and distribution areas and to learn about the agency's processes and procedures relating to handling, storing, distributing and accounting of food and other items received from SHFBSW. SHFBSW reserves the right to visit a program site at any time.
4. Will pay handling fees assessed by SHFBSW.
5. Will submit monthly reporting statistics to SHFBSW by the 10th of every month. (*See manual for further explanation.*)
6. Will order a minimum of 3,000 pounds per SHFBSW fiscal year (July 1-June 30). This requirement applies to the entire agency (not the individual program).
7. Will order at least once each quarter (July-September, October-December, January-March, April-June) for each program per SHFBSW fiscal year (July 1-June 30).
8. Will be a member of and receive services from only one food bank in the Feeding America network.
9. Will respond to all reasonable requests for information in an accurate and timely manner so as to allow SHFBSW to meet its own obligations to provide information.

10. Will immediately notify SHFBSW of any changes in programs, personnel, addresses, contact phone numbers, and email addresses.
11. Will operate with regularly scheduled hours if classified as an Emergency Service Provider (food and personal essentials pantries, soup kitchens, and emergency transitional shelters that are open to the public), which will be publicized throughout the community, including registration with the 2-1-1 agency that covers the Agency's service area in Wisconsin.
12. Will maintain consistent, walk-in hours of operation and be open for service a minimum of two hours per month. Appointments for those receiving food may be requested, but cannot be required for service.
13. Will display FoodShare outreach materials, make clients aware of the FoodShare benefit, and host a SHFBSW FoodShare Outreach Specialist, when possible, for the purpose of promoting and enrolling people in FoodShare and/or distributing FoodShare educational materials and information.
14. Will review the working list of current SHFBSW major food donors prior to soliciting food from major donors/manufacturers, processors, distributors, brokers, wholesalers, etc., to best ensure that SHFBSW and the Agency are not approaching the same donors to support the same programs. If a potential donor is on the list, the Agency will contact SHFBSW prior to making the solicitation. A working list of these donors is available on the SHFBSW website.

Product Distribution to Clients

1. Will utilize membership in SHFBSW's network to serve those in need.
2. Will distribute product obtained from SHFBSW with absolutely no conditions levied or implied.
3. Will not allow product to be sold, traded, transferred, used or bartered in exchange for other goods, services, money or other property or given to any other agency or program.
4. Will not use products for any fundraising purposes, including bake sales or as prizes such as a raffle.
5. Will abide by the Federal Civil Rights Act of 1964, the Federal Rehabilitation Act of 1973, Americans with Disabilities Act, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975. Client access to the Agency's programs must not be denied based on race, color, religion, country of national origin, ancestry, citizenship, gender (including identity or expression), marital status, familial status, disability, age, sexual orientation, unfavorable discharge from the military or status as a protected veteran, discrimination because part or all of an individual's income is from public assistance, and reprisal for having previously filed a discrimination complaint. Reasonable accommodation must be made to serve those with: physical disabilities or limited mobility; behavioral health challenges; visual and hearing impairments; and limited English proficiency.
6. Will not solicit contributions from clients, place any financial or volunteer requirements upon clients in exchange for food, or sell food to clients in any way. *(See manual for further explanation.)*
7. Will not use food to foster or advance religious or political views. Involvement in religious or political activities or requiring recipients to listen to a presentation that is religious or political in nature may not be a prerequisite or condition for receiving the donated product. Rather, involvement in such activities must be voluntary on the part of the recipient.
8. Will not require a client to provide a social security card or any other documentation related to citizenship in order to receive food from the Agency.
9. Will use self-declaration as proof of income among those served and not require verification of income.
10. Will ensure that each individual serving as paid staff or volunteer at the distribution site agrees to respect and protect the confidentiality of those served, as evidenced by annually signing a confidentiality statement, developed by the Member Agency.
11. Unless given permission by the client, will not provide personally identifiable information of any individual who receives food to another agency or organization. This information includes, but is not limited to: an individual's name and address; the number of persons in the household; self-declared income; and, a physical description of the individual that would identify him/her as a recipient.
12. Will post the eligibility criteria in a place where prospective clients have the ability to view the criteria prior to receiving services.
13. Will develop and implement methods to track clients through intake forms and/or sign-in sheets, including number of households, individuals, seniors and children served, as well as phone and address for food recall purposes. Records must be kept for the current year and three previous years.
14. Will only provide donated food to ill or needy volunteers and/or staff under the conditions described below. This is not meant as a regular supplement. Volunteers and staff in need on a regular basis should be referred to another agency for services whenever possible. *(See manual for further explanation.)* A written policy is recommended for each situation:

- a. Donated beverages may be used for on-site consumption by volunteers when carrying out assigned duties. Donated food is not allowed for consumption by volunteers, and donated beverages and food are not allowed for consumption by staff unless they further meet the requirements below. A limited exception is permitted for taste testing or demonstration cooking only;
- b. Needy volunteers or staff must meet the same eligibility requirements and follow the same process as other clients;
- c. Donated non-food items (hand soap, toilet paper, cleaning supplies, etc.) may be used in the organization's operations/upkeep for which these supplies would normally be used;
- d. Donated food and beverages may be consumed by staff and volunteers who are directly involved in the preparation of a meal or providing other services during a meal. The consumption of the meal should be part of staff or volunteer involvement with clients (e.g. at the same tables and time as clients are being served) and only if it is incidental to the intended use of the donated product. Staff or volunteers working in other areas of the organization who are not directly interacting with the clients are not permitted to consume donated beverages or food in this manner.

Food Safety, Quality and Storage

1. Will have proper and adequate physical space and storage to handle the food and non-food products received in accordance with safe food handling guidelines as determined by Feeding America and/or State and federal laws and ordinances.
2. Will abide by the following standards to ensure proper and safe food storage:
 - a. Store, handle and distribute food in a manner that shall prevent spoilage and other loss including theft. Utilize locks where appropriate.
 - b. Maintain required food temperatures: dry (shelf-stable) food between 50° and 70°F; refrigerated food below 41°F; and, frozen food at 0°F or less.
 - c. Stack food off the floors on pallets or shelves which provide a six-inch floor clearance, a four-inch wall clearance and a two-foot ceiling clearance.
 - d. Regularly check food for any signs of spoilage and maintain a schedule to clean public areas and areas used to store and distribute commodities.
 - e. Use storage areas that are free of uninsulated steam or hot water pipes, water heaters, refrigeration condensing units or other heat producing devices. Cleaning fluids, sweeping compounds, chemicals, etc., must not be stored in food storage areas.
3. Will ensure that all key food handling volunteers and staff receive food safety training, such as ServSafe Food Handler for Food Banking. Key staff members include those who pick-up, transport, and/or distribute food donations and/or person(s) who supervise those activities. In the event of staff turnover, ensure that training is provided as soon as possible to new personnel.
4. Meal Programs: Will maintain current ServSafe Manager's certification or equivalent for at least one meal supervisor with preparation, service and clean-up responsibility per program.
5. Will serve or distribute food items as soon as possible to maintain food freshness and safety in accordance with Feeding America and/or State and federal laws and ordinances.
6. Will abide by any specifications or restrictions attached by a particular donor to a particular product.
7. Will not transfer product to another organization or program site, without written approval of SHFBSW. Product obtained by a Member Agency must be used and distributed at the SHFBSW-approved distribution site.
8. Will provide appropriate safe food handling transportation to pick up food/products at SHFBSW (including product picked up through SHFBSW's-enabled programs such as Fresh Connect) or set up a delivery appointment and pay a low flat fee for delivery. *(See manual for further explanation.)*
9. Will not repackage for distribution any product received from SHFBSW, without written approval of SHFBSW.
10. Will inspect the food/product as soon as possible after it is received to determine whether the food/product is fit for consumption/use. If not, the agency will immediately discard any unfit food/product and advise SHFBSW. In order to be credited back for any fees associated with the discarded product, the Agency will notify SHFBSW within two business days of receipt.
11. Will maintain a current contract for professional pest control inspection services wherever food and non-food are stored, reflecting treatment as needed. Professional pest control will occur no less than on a semi-annual basis. Proof of contract and inspections will be provided to SHFBSW for inclusion in the Agency's file.
12. Upon receiving product recall alerts from SHFBSW, will dispose of any recalled product, and will make a good faith effort to contact any clients who may have received the recalled product.

Liability Statement

_____ hereby releases the original donor, Feeding America and
(Agency Name)

Second Harvest Foodbank of Southern Wisconsin (SHFBSW) from any liability resulting from the donated food/products and holds them harmless from any claims or obligations in regard to the Member Agency or the donated products. The Agency will accept food and non-food in "as is" condition and acknowledges that the Original donor, Second Harvest Foodbank of Southern Wisconsin, and Feeding America offer no express warranties in relation to the product. The Agency agrees to notify SHFBSW whenever it receives notice of any claim of liability with respect to donated food/product obtained from any programs of SHFBSW. Second Harvest Foodbank strongly recommends that Agencies carry adequate general liability insurance.

Policy

As a Member Agency of Second Harvest Foodbank of Southern Wisconsin, the Agency and its applicable programs will comply with all of the following policy statements:

1. Will abide by all policies and procedures as defined and outlined in the Agency Resource Manual made available on the SHFBSW website.
2. Will participate in any research or surveys conducted by, or on behalf of SHFBSW or Feeding America.
3. Will accept that the Agency agreement will be renewed automatically for one year each July 1st. A new agreement will be presented for signature every 2 years in order to have a current signature on file.
4. Will notify Second Harvest Foodbank of Southern Wisconsin in writing to cancel membership.

Second Harvest Foodbank of Southern Wisconsin reserves the right to:

1. Modify or alter membership and eligibility requirements at any time. SHFBSW shall communicate policy and procedural changes to its Member Agencies in writing.
2. Prioritize the distribution of product to those Agencies that serve high populations of those in need.
3. Suspend* or terminate its relationship with this Agency or take other disciplinary action for non-compliance of this agreement.

**Agencies on suspension are blocked from ordering. This suspension is meant to give an agency the opportunity to correct the circumstance that created the suspension.*

EXCEPTIONS TO ANY OF THE ABOVE: An Agency may request an exemption from any of the above standards with one exception: no exemption may be granted which allows non-compliance with the law or generally accepted food handling practices. Any exemption will be granted for a specific time period; no exemption is permanent. The President/CEO of Second Harvest Foodbank of Southern Wisconsin may withdraw an exemption for cause with at least 60 days' notice. Such withdrawal may be appealed in writing by the Agency. In the event that the withdrawal is upheld, the time period for its effectiveness shall be reasonable so as to provide for a smooth transition. A written request for exemption must be submitted to the Director of Partnerships and Programs at Second Harvest Foodbank. The request must reference the specific policy from which the exemption is being requested, demonstrate the need for exemption, and include a copy of a resolution adopted by the Agency's Board of Directors authorizing the request. Second Harvest Foodbank of Southern Wisconsin will act upon exemption requests within 60 days.

The undersigned hereby warrants that he/she is a legally warranted and authorized agent of Member Agency, whose name appears below, and by his/her legal signature does hereby bind it to the terms, conditions, limitations, and liabilities of this document.

Partner Agency Director Signature (Executive Director, Pastor, etc.)

Date

Partner Agency Director Name (please print)

Title (please print)

Second Harvest Foodbank of Southern WI Representative Signature

Date

Second Harvest Foodbank of Southern WI Representative Name (please print)

Title (please print)