MEMBERSHIP AGREEMENT

BENEFITS OF AGENCY MEMBERSHIP

The mission of Second Harvest Foodbank of Southern Wisconsin is to end hunger in southwestern Wisconsin through community partnerships. As a partner, we agree to put forth our best effort to provide excellent customer service, as well as provide:

Agency access to more food:
Foodbank member agencies have access to hundreds of food and non-food items that comprise our four main food programs (Donated, Purchased, Field to Foodbank, Subsidized).

- **Donated:** Highly perishable items, such as fresh produce, milk, bakery, and baby food are available at NO cost, whereas less perishable items are available for a Shared Maintenance Fee of $0.18/lb or less. This fee offsets a small portion of the acquisition, storage and distribution costs of donated food. None of this fee pays for the food itself.
- **Purchased:** Items purchased by the Foodbank that are typically offered to agencies for less-than-retail prices.
- **Field to Foodbank:** In partnership with agricultural producers and the University of Wisconsin, fresh produce is available to agencies at NO cost and canned produce is available to agencies for the Shared Maintenance Fee of $0.18/pound. This fee offsets a small portion of the additional costs incurred for the product to be picked, transported, cleaned, cut, canned, labeled, and stored.
- **Subsidized:** Products purchased by the Foodbank that are offered to agencies for a small fraction of the actual cost.

Agency access to more services:

- **Delivery Option:** Your order can arrive at your door for a low flat rate, per delivery
- **Online Ordering:** Place orders for food online, using our 24/7 online ordering system, AgencyExpress
- **Credits:** Receive credits to shop at Second Harvest through a variety of fundraising initiatives coordinated by Second Harvest throughout the year
- **Special Donations:** Receive special donations of food or credits from donors who wish to contribute only to Second Harvest partners, and want their donations to remain local
- **Support:** A Second Harvest team member from your area is assigned to your agency for added support
- **Advisory Services:** At your request, we can offer guidance with regard to capacity building, space evaluation, volunteer recruitment, outreach efforts, connection with other community partnerships and resources, and more

Agency access to more resources:

- Timely information on product recalls
- Partner Agency Conference, workshops, peer-to-peer mentoring mini-seminars
- ServSafe (Safe Food Handling) training
- Training and onsite application assistance for federal food assistance programs, such as FoodShare (also known as SNAP, the QUEST Card or Food Stamps)
- Information regarding regional or nationwide grant opportunities
- Tips on fundraising and communications from our team of professionals that you can put to use for your own agency

Second Harvest Foodbank of Southern Wisconsin seeks to help our member agencies be as successful and effective as possible, with regard to providing access to food to our neighbors in need. What follows is a set of requirements related to maintaining agency eligibility, organized operations, fair distribution practices, and food safety standards, to best serve those who need our help.

I have read, understand and agree to abide upon the above.

Second Harvest Foodbank of Southern Wisconsin
MEMBERSHIP AGREEMENT
Last Updated MAY 2013

Both parties initial here
Agency Eligibility

Agreement Statements

As a partner of Second Harvest Foodbank of Southern Wisconsin (SHFB), my agency and its applicable programs will comply with all of the following Agency Eligibility criteria:

a. Will maintain a tax-exempt 501(c)(3) status from the IRS, be wholly owned by a 501(c)(3) organization or be a church that meets the definition employed by the IRS. The 501(c)(3) agency or church must be programmatically, fiscally and legally responsible for the donated product handling/distribution activities of the designated program.

b. Will not be located in an individual’s house or home. We understand that food and non-food products may not be stored or prepared in an individual’s home.

c. Will not be a private foundation, a foster parent association or a day care association.

d. Will order a minimum of 2,000 pounds for programs other than food pantries and 3,000 pounds for food pantry programs per SHFB fiscal year (July 1-June 30). This requirement applies to the entire Agency (not the individual program).

e. Will order at least once each quarter (July-September, October-December, January-March, April-March) for each program per SHFB fiscal year (July 1-June 30).

f. Meal Programs: Will maintain current ServSafe certification or equivalent for at least one meal preparation supervisor per program.

g. Will be a member of and receive services from only one food bank in the Feeding America network.

Operations

Agreement Statements

As a partner of Second Harvest Foodbank of Southern Wisconsin (SHFB), my agency and its applicable programs will comply with all of the following Operational criteria:

a. Will operate with regularly scheduled hours if classified as an Emergency Service Provider, such as food and personal essentials pantries, soup kitchens, and emergency transitional shelters, which will be publicized throughout the community, including registration with the 2-1-1 agency that covers our service area in Wisconsin.

b. 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. Products will not be used for any fundraising purposes, including bake sales or as prizes such as a raffle.

c. Will accept an on-site visit by a SHFB staff member prior to membership approval. After this initial visit, my agency agrees to consent to a monitoring visit once every two years at minimum to assist, advise and inspect product storage, handling and distribution areas and to learn about our processes and procedures relating to handling, storing, distributing and accounting of food and other items received from SHFB. SHFB reserves the right to visit a program site at any time.

d. Will share in SHFB’s cost to acquire, transport, sort, package, store and distribute donated food at the prevailing rates allowed by the IRS (Shared Maintenance Fee).

e. Will maintain records at the program site for three (3) years (i) which accurately reflect the total amount of product received and distributed including all invoices, written policies, procedures and records that relate to food that has been given to clients, and (ii) which outline the Agency’s procedures for determining client eligibility. The agency agrees to respond to all reasonable requests for information in an accurate and timely manner so as to allow SHFB to meet its own obligations to provide information.

I have read, understand and agree to abide upon the above.

Both parties initial here
f. Will contact SHFB before soliciting food from major donors/manufacturers, processors, distributors, brokers, wholesalers, grocery chains, etc., to best ensure that we are not approaching the same donors to support the same programs, which could result in over-tapping resources.

g. Will immediately notify SHFB of any changes in our programs, personnel, addresses, contact phone numbers, and email addresses.

h. 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.

i. Will display FoodShare materials, educate clients about FoodShare, and host a SHFB FoodShare Outreach Specialist, when possible, for the purpose of promoting and enrolling people in FoodShare and/or distributing FoodShare educational materials and information.

j. Will ensure at least 1 active representative participates annually in food safety training provided by SHFB.

k. Will only distribute SHFB products to clients and not to other food bank member agencies, non-food bank member agencies, organizations, government or business entities.

l. Will submit monthly reporting statistics to SHFB as required. (See manual for further explanation.)

**Product Distribution to Clients**

**Agreement Statements**

As a partner of Second Harvest Foodbank of Southern Wisconsin (SHFB), my agency and its applicable programs will comply with all of the following distribution criteria:

a. Will utilize membership in SHFB’s network to serve those in need. At least 51% of program clientele must be proven low income or in crisis. (SHFB defines low income as no more than 200% of the current year’s Federal Poverty Guidelines.) Will have documented criteria for determining need and procedures for ensuring that those who receive assistance meet the criteria.

b. Will post the eligibility criteria in a place where prospective clients have the ability to view the criteria prior to receiving services.

c. 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.

d. Will use self-declaration as proof of income among those served and not verify any form of income received.

e. 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.)

f. Will not use food to foster or advance religious or political views. Involvement in religious activities or requiring recipients to listen to a presentation that is religious 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.

g. Will distribute product obtained from SHFB with absolutely no conditions levied or implied. Client access to an agency’s programs must not be denied based on race, creed, sex, age, sexual orientation, color, national origin or ancestry, religion, handicap/disability, marital status, military status, arrest record or conviction record, or physical appearance.

h. Agencies may provide food to ill or needy volunteers and/or staff. This is not to be a regular supplement. Volunteers and staff in need on a regular basis must be referred to another agency for regular services. (See manual for further explanation.)

i. SHFB product may not be consumed or used by the agency’s program staff, with the following exception: program staff in a group home, shelter, soup kitchen, or other on-site meal programs may consume Foodbank product when client meals and/or snacks are served. Primary service must be to clients.
Food Safety, Quality and Liability

Agreement Statements
As a partner of Second Harvest Foodbank of Southern Wisconsin (SHFB), my agency and its applicable programs will comply with all of the following Food Safety, Quality and Liability criteria:

a. 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.

b. 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.

c. Will assume responsibility for the training of our employees and/or volunteers to evaluate, handle and/or prepare donated items.

d. Will abide by any specifications or restrictions attached by a particular donor to a particular product.

e. Will not transfer product to another organization or program site. Product obtained by a Member Agency must be used and distributed at the SHFB-approved distribution site.

f. Will provide appropriate safe food handling transportation to pick up food/products at SHFB or set up a delivery appointment and pay a low flat fee for delivery. (See manual for further explanation.)

g. Will not repackage for distribution any product received from Second Harvest.

h. 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 SHFB. We understand that we are not responsible for hidden unobservable defects (defects which a prudent inspection would not disclose). We agree to contact SHFB within two business days of receipt in order to be credited back for any fees associated with the items.

i. Will acknowledge that no express warranties have been given and no implied warranties apply to the nature and condition of the food/product.

j. Will only distribute SHFB products to clients within SHFB's designated service area, including the following Wisconsin counties: Adams, Columbia, Crawford, Dane, Dodge, Grant, Green, Iowa, Jefferson, Juneau, Lafayette, Monroe, Richland, Rock, Sauk and Vernon.

k. Will actively review product recalls made available on the Second Harvest website, will dispose of any recalled product, and will immediately contact any clients who may have received the recalled product to the best of our ability.

l. 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. We will be able to show SHFB staff proof of contract and inspections on request, and will provide SHFB with a copy of our contract for their file.

_________________________ _________ hereby releases the original donor, Feeding America, and (Agency Name) Second Harvest Foodbank of Southern Wisconsin (SHFB) from any liability resulting from the donated food/products and holds them harmless from any claims or obligations in regard to the partner agency or the donated goods. The agency agrees to notify SHFB whenever it receives notice of any claim of liability with respect to donated food/product obtained from any programs of SHFB. Second Harvest strongly recommends that agencies carry adequate general liability insurance.

I have read, understand and agree to abide upon the above. Both parties initial here
Policy

Agreement Statements
As a partner of Second Harvest Foodbank of Southern Wisconsin, my agency and its applicable programs will comply with all of the following policy statements:

a. Will abide by all policies and procedures as defined and outlined in the Agency Resource Manual made available on the SHFB website.

b. Will participate in any research or surveys conducted by, or on behalf of SHFB or Feeding America.

c. 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.

d. Will notify the Foodbank in writing to cancel membership.

Second Harvest Foodbank of Southern Wisconsin reserves the right to:

a. Modify or alter membership and eligibility requirements at any time. SHFB shall communicate policy and procedural changes to its members in writing.

b. Prioritize the distribution of product based on the need for food assistance in communities throughout our service territory.

c. 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: Under certain circumstances, exceptions to the above may be considered. Requests for exceptions should be submitted in writing and should accompany the signed membership agreement. Exceptions will be honored only with the written approval of the Agency Services Manager.

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 Representative Signature ______________________________________ Date ______________________

Second Harvest Foodbank Representative Name (please print) ___________________________ Title (please print) ______________________