

Agency Name (###)

The Food Bank of Western Massachusetts, Inc.
25 Carew Street
Chicopee, Massachusetts 01020
Tel (413) 247 - 9738 Fax (413) 247 - 9577
www.foodbankwma.org



Basic Membership Agreement

For October 1, 2024 – September 30, 2025

Please keep one copy of this contract for your records.

This Basic Membership Agreement must be completed, signed by the Agency Administrative (Admin) Contact, and returned to the Food Bank **no later than September 30, 2024 (or prior to program membership).**

Please return the entire signed contract to the Food Bank at the address above or email to agencyrelations@foodbankwma.org.

AGENCY NAME: **AgencyName (###)**

The Food Bank of Western Massachusetts, Inc. and the Member Agency agree to the following terms and conditions. The Food Bank agrees to provide donated and purchased food to the member agency. The member agency will use that food in programs serving people needing food assistance from October 1, 2024, through September 30, 2025. The Food Bank and the member agency acknowledge that each is freely and voluntarily entering into this Basic Membership Agreement. Either party may terminate the agreement at any time by written notice from its executive director/CEO or the Administrative Contact on record at the Food Bank.

USDA/TEFAP Options:

One or more of your programs is currently participating in the USDA/TEFAP program. PLEASE SELECT ONE OF THE FOLLOWING IN REFERENCE TO YOUR AGENCY (THE PROGRAM'S) FISCAL SPONSOR:

- ☐ The sponsoring agency's authorized representative is aware of the USDA Single Audit requirement. The agency (including all sponsored programs) DID NOT EXPEND more than \$750,000 in federal funds, goods and/or services and is therefore NOT subject to the Single Audit requirement for FY2024.
- ☐ The sponsoring agency's authorized representative is aware of the USDA Single Audit requirement. The agency (including all sponsored programs) DID EXPEND more than \$750,000 in federal funds, goods and/or services and is therefore subject to the Single Audit requirement for FY2024. Upon completion of the audit, a copy must be sent to the Food Bank of Western Massachusetts.

Food Bank Member Program(s) for FY2025:

The following are programs for which your agency assumes full legal, fiscal, and programmatic liability. *If the USDA 'RENEW' line is checked below, you agree to adhere to the policies and guidelines included in the USDA/TEFAP section of the 'Member Agency Essentials Guide.'* If you wish to opt out of the USDA/TEFAP program, please check the 'CANCEL' line to the right of 'USDA' for the corresponding program.

1. PROGRAM: x RENEW CANCEL USDA: x RENEW CANCEL GROUP (EFP/NFP) -
PROGRAM TYPE: (#####) ProgramName; Program Address, Town

A. MEMBERSHIP

1. Each member agency will pay an annual membership fee before accessing the Food Bank's services. **The fee is due by October 1, 2024** (or prior to membership for new program applicants), accompanied by a signed copy of this Basic Membership Agreement. The membership fee is \$125.00 for each emergency food program site (pantry, meal site, shelter) and \$200.00 for each non-emergency program site. After January 1, 2025 fees for new programs will be pro-rated by quarter. See Article 57 for full schedule of Food Bank fees. Membership fees are non-transferrable and non-refundable.
2. The member agency must be a private, non-profit, tax-exempt organization recognized by the IRS as a 501(c)(3) organization or meet the majority of requirements to be considered a Church by the IRS. (For clarity, the IRS treatment of an organization as a Church is not limited in terms of denomination, faith tradition, or religious practice.) The member agency may not be a private foundation, and its sponsored programs may not be private foundations. The member agency must be incorporated for or operate programs for the purpose of serving the ill, needy, or infants (minor children).

NOTE: Agencies that are not churches must actively maintain their 501(c)(3) status with the IRS. The IRS requires all non-church 501(c)(3) organizations to file an annual return or notice. Those that fail to do so for three consecutive years will have their 501(c)(3) status automatically revoked by the IRS and must reapply (an expensive and lengthy process). Food Bank staff periodically review the IRS list of Non-Profit Organizations (Publication 78) and the Automatic Revocation of Exemption List. If an agency has had its 501(c)(3) status revoked, their membership with the Food Bank will be suspended until evidence of IRS reinstatement is provided. Suspension due to revocation of IRS status will not merit a refund of any or all paid membership fees. For more information about IRS Charitable Organization regulations, see: www.irs.gov/charities.

3. The member agency assumes programmatic, financial, and legal responsibility for all sponsored programs' obligations with the Food Bank.
4. The member agency will not engage in discrimination against any person on the grounds of race, color, citizenship, immigration status, religion, sex, national origin, ancestry, age, marital status, disability, sexual orientation, gender identity, unfavorable discharge from the military, or protected veteran status. The member agency agrees to comply with the following laws and regulations:
 - Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.)
 - Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.)
 - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)
 - Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.)
 - Civil Rights Restoration Act of 1987
 - Americans with Disabilities Act of 1990
 - Executive Order 13166 "Improving Access to Services for Persons with Limited English Proficiency" (August 2000)
 - Americans with Disabilities Act Amendments Act of 2008
 - Food and Nutrition Act of 2008, as amended
 - Department of Justice Enforcement Guidelines, 28 CFR Parts 35 and 42
 - Regulations of the Department of Agriculture
 - Food and Nutrition Services directives and guidelines

Further, discriminatory comments based on any of the above protected classes will not be tolerated. See FY25 Essentials Guide member agency handbook for further details regarding consequences of such

comments, which may include informing the agency's Executive Director, board, or, in the case of repeated incidents, termination of membership.

B. PROGRAM REQUIREMENTS

A program site is defined as the physical location where a member agency stores and distributes Food Bank foods and products. If there are multiple programs operating at the same site, each is considered a separate program within the Food Bank's records. The Food Bank assigns each program site a unique five-digit account number which is used in reference to the program's account. Program memberships are non-transferable. The term "Products from the Food Bank" includes food and other items either received directly from the Food Bank or enabled by the Food Bank, such as through the Enabled Agency (Retail Pickup) program. The Member Agency agrees to the following:

Receipt of Food

5. Each member program must place an order with the Food Bank at least once every 6 months. Programs that do not do so will not automatically receive annual membership renewal materials (unless a noted seasonal program). Programs on suspension or inactivation for one full fiscal year must reapply for membership. Renewal of membership is not guaranteed for programs with lapsed memberships.
6. Each member agency will contribute to the "shared maintenance" of the Food Bank. This Shared Maintenance Fee (SMF) is assessed for every pound of donated food received by member programs. This fee does not apply to MEFAP, USDA foods, and some perishable products. The SMF is set by the Food Bank but shall be no greater than 19 cents per pound. The SMF is subject to change and may be waived or reduced for any portion of the Food Bank's service area if deemed appropriate by the Food Bank.
7. Programs will accept Food Bank food "as is" and will store it safely and securely at the program site, stored separately from other food and labeled, if necessary. Access to stored Food Bank food should be limited only to staff or volunteers of the program.
8. The Food Bank reserves the right to limit the amount of product available to each program and to change the method and policies for food distribution to member programs. Such changes will not warrant a refund of membership fees.
9. The Food Bank will generate a product receipt for each order. These receipts must be signed by the authorized shopper who received the food and cosigned by another person upon arrival at the program site to indicate that all products were received. The member agency will keep copies of all physically signed invoices on file at the program site for the prior fiscal year plus the current fiscal year; programs that receive USDA foods will keep invoices for 3 fiscal years plus the current fiscal year. Electronic copies of signed invoices are acceptable.
10. All products from the Food Bank must be transported directly to the program site, adhering to food safety time and temperature regulations in transit.
 - a. Vehicles used to transport product must have clean food storage areas and be maintained to prevent contamination of product. The Food Bank reserves the right to not load product into a vehicle that is deemed not suitable to transport product.
 - b. Unless the program has a refrigerated vehicle, the program must use freezer blankets or coolers to transport refrigerated and frozen product. The Food Bank reserves the right to refuse release of cold-storage items if the program does not have a freezer blanket, cooler, or refrigerated vehicle to receive the food.
 - c. Program must maintain temperature logs for refrigerated and frozen items at receipt and arrival at the program site. The Food Bank will inspect these logs during program Monitoring Visits.

11. The member agency releases Feeding America, the Food Bank, and original donors of donated products from any liability resulting from the donated product.
12. The member agency agrees to adhere to donor requirements about all donated product.
13. The member agency agrees to hold harmless and indemnify the original Donor, the Food Bank and Feeding America from any claims or obligations in regard to the agency or the donated Product, or conditions or activities at agency locations.
14. The original Donor, the Food Bank, and Feeding America offer no express warranties in relation to the Product.

Distribution of Food

15. Products from the Food Bank will only be used to feed people who meet the IRS definitions of ill, needy, or infants. At least 51% of the people served by the food program must meet these criteria. See Membership Criteria for further details.
16. Products from the Food Bank will be distributed within two months of receipt. MEFAP and USDA products from the Food Bank must be distributed within 30 days of receipt. Failure to do so may result in the program being suspended until the situation is rectified.
17. Programs with a disaster plan on file with the Food Bank may hold a small reserve of non-perishable product for use in emergency situations including but not limited to disasters such as hurricanes, tornadoes, floods, fires, or pandemics. The amount of reserve shall be no more than 3 pallets (4,200 lbs.) for programs that are classified as size Medium or smaller, and no more than 6 pallets (8,400 lbs.) for programs classified as size Large or larger. This product must be stored separately and labeled for use in disaster situations. All food safety protocols must be maintained, as outlined in the Essentials Guide agency handbook.
18. Products from the Food Bank will only be distributed to participants, not to staff or volunteers unless they go through the same qualifying and distribution process as other participants. Staff and/or volunteers who do qualify to access food will not be given preferential or priority treatment.
19. Program volunteers and staff will not consume any donated products from the Food Bank, including consumption of beverages by volunteers when carrying out assigned duties. Donated products will not be used for business meetings, fundraisers, or events, and will not be used to compensate or provide incentives to staff or volunteers
20. Products from the Food Bank will not be exchanged for money, property, or participation in religious or other services (including volunteer service). The member agency agrees to provide all items from the Food Bank to its participants free of any direct or indirect charges.
21. Religious materials and activities (such as worship, proselytization, and/or religious instruction) must be separate from food distributions in time or location.
22. Programs that access USDA food will not solicit donations from participants (including a donation jar). Programs that do not access USDA may solicit donations from participants, as long as it is done in a completely voluntary and confidential manner, and the provision of food/service is completely unrelated to the donation.
23. Food Bank products obtained for one food program will not be shared with or redistributed to other programs within the agency, nor shared with other agencies or organizations. Certain exceptions may apply and must be approved in writing by the Food Bank in advance.
24. Programs that distribute USDA and/or MEFAP food are strictly prohibited from requiring a photo ID or proof of eligibility from participants in order to access food.

25. Emergency Feeding Programs (pantries, meal sites, and shelters) must serve all participants regardless of income. All participants are eligible to receive MEFAP, donated, and Buy-In food. There are no income limits on any of these products, and programs may not set income restrictions for receipt of these types of food.
26. Emergency Feeding Programs may not turn participants away who reside outside the program's service area. All participants presenting at the program must be served. In the event that a participant presents at the program who resides outside the program's service area, the program must serve them and may refer them to resources in the participant's own community for future assistance.
27. Programs will not distribute products containing CBD, THC, or other cannabinoid-infused products.

Location, Communication and Hours of Operation

28. Emergency Feeding Programs (pantries, meal sites, and shelters) must be available to participants by telephone at the phone number on file with the Food Bank. **The Food Bank will share this number with the general public.** Program hours and distribution location must be listed on the outgoing message and messages from participants or from the Food Bank must be returned within 2 business days. Repeated failed attempts to reach a program may result in suspension until the situation is rectified. Additionally, programs without an outgoing phone message may be charged a \$25 fee for each quarter that the program is out of compliance.
29. In addition to the primary phone number, all programs must provide the Food Bank with at least one other phone number for our records, to be used in the event that we are unable to reach a program representative using the primary phone number.
30. Emergency Feeding Programs (pantries, meal sites, and shelters) must be open during the hours they have on file at the Food Bank and must inform the Food Bank in writing/email of any changes. Failure to do so may result in suspension until the situation is rectified.
31. Products from the Food Bank may only be distributed during posted hours at the location on file at the Food Bank. The Food Bank must be notified in advance of the days and hours of any off-site distributions. Home delivery to guests outside of these hours is acceptable.
32. Emergency Feeding Programs (pantries and meal sites) must post their hours of operation on an external part of their program's site, so it can be seen by someone outside the building. Shelters must post their intake hours in a similar way.
33. The Food Bank must be informed in advance of any changes to location or days/hours of operation of emergency pantries or meal programs. Programs that change the location of their food storage, preparation, or distribution must first have that space inspected and approved by the Food Bank.
34. Programs will attach a window-cling or sticker indicating that the program is a member of the Food Bank to an external part of their program site so that it can be seen by someone outside the building. The window-cling/sticker will be supplied by the Food Bank. When food distribution is conducted at another site, a sign indicating that the program is a member of the Food Bank of Western Massachusetts will be displayed at that site. The Food Bank can provide such a sign. Appropriate USDA signs must also be posted, if applicable.

Primary Contacts and Authorized Shoppers

35. Agencies will name one individual at each program site as that program's representative and primary contact with the Food Bank.
36. The primary contact may designate and terminate authorized pick-up personnel and online ordering contacts and must do so in writing or email from the authorized email address. The Food Bank reserves the right to approve or withdraw the privileges of any individual shopper.

37. All primary contacts will maintain and use a valid email account, as email is the primary form of communication with the Food Bank. At least one other email address must be on file for each program, to be used in the event that the primary contact is unable to be reached at the primary email address.
38. Newly designated primary contact persons will be required to complete an "Online Ordering" training, an "Essential Info for Agencies" training, "Statistics" training, and a "USDA" training (if applicable) within 30 days of their first day as Primary Contact. Failure to complete required trainings may result in program suspension until the training requirements are complete.

Reporting

Programs will submit accurate and timely statistical reports about participants served and the distribution of Food Bank products. Aggregate data reported to the Food Bank may be shared with community partners.

39. Programs must submit statistical reports monthly. Reports are due on the 15th of the next month.
40. Programs that have not submitted complete and accurate statistical reports by the stated deadline will receive a warning. Subsequent incidents will result in suspension until their reports are brought up to date.
41. Programs participating in USDA/TEFAP, Retail Pickup, or Delivery may have additional reporting requirements.

Site Monitoring

The Food Bank is required by Feeding America to conduct a site monitoring visit of each program at least once every two years.

42. Programs will participate in a scheduled site-monitoring visit at least once every two years. Food Bank staff will interview program staff, review program records and receipts, inspect the program's food storage site(s) to ensure food safety, and will provide on-site food safety guidance. *(Please note that Food Bank products stored in a hazardous manner will be discarded during the site visit.)*
43. Programs that are not compliant with this requirement will be suspended until a site visit can be conducted.
44. The program's assigned primary contact with the Food Bank must be present and available during the site monitoring visit. An alternate liaison with knowledge and authority for the program may be present during the visit if the primary contact makes prior arrangements with the Food Bank. In the event that the visit is conducted with an individual other than the primary program contact, the primary contact will be emailed a copy of the visit form after the visit is complete.
45. If a Food Bank staff member arrives at a program site for a pre-scheduled site monitoring visit and the primary contact (or agreed upon alternate liaison) for the program is unavailable, the program may be assessed a \$25 fee to help defray the cost of mileage and time of Food Bank staff.
46. Programs will keep a copy of all Service Records (participant sign-in sheets) on file for a period of three fiscal years (October – September). **(For FY2025, service records dating back to October 1, 2021 should be kept on file.)** Electronic copies are acceptable.
47. Programs that are suspended more than three times in a fiscal quarter due to repeated compliance issues will have their membership privileges suspended until the Admin Contact or Board President contacts the Agency Relations Manager.

Food Safety

48. Every program must have at least one staff member trained in basic food safety, the equivalent of the ServSafe Food Handler certification, to be renewed every three years. If the program provides prepared food to participants, or if participants prepare food to be served to others at the program beyond their own

immediate family members, the program must have at least one staff member with Food Manager certification, to be renewed every five years.

49. If a program's food safety certificate holder leaves the program, the program will have 60 days to submit a new certificate. Failure to submit a new certificate within 60 days will result in suspension of ordering privileges until a certificate is received.
50. Programs will adhere to all federal, state, and local regulations relating to food safety, including State Sanitary Code Chapter X – Minimum Sanitation Standards for Food Establishments (105 CMR 590.000) and the US Food and Drug Administration Food Code.
51. Programs will adhere to the Food Bank's "Food Safety Regulations for Food Bank of Western MA Member Agencies" (detailed in the Essentials Guide).
52. The Food Bank will notify programs of recalled products distributed through our warehouse (exclusive of salvage items) via email, signs in the warehouse, or our weekly newsletter (NewsBites) within 24 hours of the recall. Member programs are responsible for monitoring recalls from other food sources, including items received through the Food Bank's salvage program. Member programs will remove all recalled products from their inventory, dispose of recalled products, notify their participants of product recalls, and maintain records of removal and disposal of recalled products.
53. Critical violations of food safety regulations may result in suspension or termination of the program's membership with the Food Bank.

Billing and Payment

54. Shared Maintenance Fees and other fees will be charged to the program's account. Only authorized personnel may put a charge on a program's account.
55. Programs with financial balances will have monthly statements placed on their online ordering account. This statement must be downloaded and submitted with full payment within 30 days of the statement date in order to keep the program's financial accounts with the Food Bank in good standing.
56. The member agency agrees to make all payments in the form of a check from the sponsoring agency or bank check from the agency's account. The Food Bank cannot accept cash, money orders, personal checks, credit cards, or payments from third parties, with the exception of bill payment services. The Food Bank will charge a \$25.00 fee for each returned check.
57. The Food Bank reserves the right to limit services, restrict access to certain foods, and/or suspend the membership of agencies (and all of their sponsored programs) with overdue accounts and to place overdue accounts into collection. Programs with a 90-day or more overdue balance will be placed on "Free Food Only" status. Programs with a 120-day or more overdue balance may have membership privileges suspended until the overdue portion of the balance is paid.
58. Termination of agency or program membership does not eliminate outstanding financial accounts with the Food Bank.
59. The Food Bank reserves the right to levy the following fees for service or violation of agreements:

- Membership Fee:

Members joining between...	Emergency Feeding Programs	Non-Emergency Feeding Programs
October 1-December 31, 2024	\$125	\$200
Jan. 1, 2025-March 31, 2025	\$93.75	\$150
April. 1, 2025-June 30, 2025	\$62.50	\$100

July. 1, 2025-September 30, 2025	\$31.25	\$50
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- Shared Maintenance Fees: no more than \$0.19/lb.
- Delivery Fee for Non-MEFAP/USDA Products: no more than \$0.05/lb.
- Missed Delivery Fee: \$50.00 first incident, increasing by \$25 per incident thereafter (\$200 maximum for a single incident)
- Missed Pickup Fee: \$25.00 first incident, increasing by \$10 per incident thereafter (\$100 maximum for a single incident)
- Returned Check Fee: \$25.00 per incident
- Restocking Fee: \$.02/lb (pickup orders); \$.03/lb (delivery orders)
- Missed Monitoring Visit Fee: \$25.00 per incident
- Oasis Insight Fee: no more than \$20.00 per month
- No Outgoing Phone Message Fee: \$25.00 per quarter

Information Security

60. Programs must ensure the security and confidentiality of participants' personal information that is contained in both paper and electronic records, and must adhere to 201 CMR 7.00, Standards for the protection of personal information of residents of the Commonwealth.
61. In order to protect the privacy of the people visiting program sites, programs will not provide personal identifying information to anyone outside of the emergency food network without the express written permission of the participant. Staff from the Food Bank, as well as officials from USDA, Feeding America, and other organizations with a direct oversight role of the program (such as grant funders), may inspect records such as sign-in logs at the program site, but may not remove those logs from the program's location.

Communicating with the Media

When communicating with the media, it is important that member agencies and the Food Bank refer to each other and our partnership accurately.

62. Member programs will adhere to the Media Communications Guidelines outlined in the Essentials Guide.

This institution is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.