



Program Agreement

This document is an agreement made between Feeding America Eastern Wisconsin and **[PROGRAM PARTNER NAME]** located at **[DISTRIBUTION ADDRESS]** (hereinafter referred to as "Program Partner"). By signing this agreement, both parties acknowledge their respective duties and responsibilities related to the administration of the Mindful Meals program.

Distribution Site: _____

Name of Site Coordinator: _____

Site Coordinator Email: _____ Site Coordinator Phone: _____

A. MINDFUL MEALS

The mission of the Mindful Meals program is to provide convenient access to nutritious food for families and individuals by implementing or expanding OrderAhead locations with non-traditional agency partners (e.g., Boys and Girls Club, YMCAs, colleges, healthcare facilities, afterschool centers, etc.) or program sites. Program sites may have a permanent distribution setup at a location or may operate through scheduled food deliveries. Sites are consistently in the same location and offer set distribution schedules.

Minimum Requirements

- Distribute food free of charge and without soliciting donations.
- Provide food distribution for a minimum of once a month.
- Ensure the Program Partner complies with all applicable federal and local statutes, ordinances and regulations.
- At least one representative on site must receive some form of food safety training or an equivalent.
- Distribute food to program participants in accordance with the pre-determined schedule.
- Identify a Site Coordinator to be the primary contact for the program.
- Receive deliveries on the designated day and time.
- Inform Feeding America Eastern Wisconsin in writing of any changes in program personnel and/or days/hours of distribution.
- Communicate problems and requests to Feeding America Eastern Wisconsin in a timely manner.

B. PROGRAM PARTNER AGREES TO:

- Participate in the program for a minimum of one year based on available funding.
- Receive, store, transfer, use, and handle Product safely and properly in accordance with applicable law.
- Comply with Section 170(e)(3) and other requirements for use and distribution of Donated Product.
- Comply with the policies, procedures, and recordkeeping requirements of the Food Bank.
- Not engage in discrimination in the provision of service against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity or expression, unfavorable discharge from the military or status as a protected veteran, or as otherwise prohibited under the current USDA nondiscrimination statement.



- Allow regular Food Bank on-site monitoring.
- Maintain a procedure for determining that the final recipient of the Donated Product is ill, needy, or an infant, such as using self-declarations of need or other intake process.
- Acknowledge that the original donor, the Food Bank, and Feeding America offer no express warranties in relation to the Donated Product.
- Release the original donor, the Food Bank, and Feeding America from any liabilities resulting from Donated Product.
- Hold harmless and indemnify the Partner Food Bank and Feeding America from any claims or obligations arising from Host Site conduct or conditions or activities at Host Site locations.
- Not to engage in Sub-Distribution of Product received from the Food Bank without a signed agreement from the Food Bank.
- Provide an adequate distribution facility for safe, accessible and appropriate distribution of orders.
- Use Feeding America Eastern Wisconsin approved marketing assets and language to communicate and promote the program to eligible people in the community in need of assistance.

C. FEEDING AMERICA EASTERN WISCONSIN AGREES TO:

- Appoint a primary contact for the Mindful Meals program to provide administrative oversight and leadership.
- Procure and provide food needed for distribution.
- Provide or coordinate training opportunities for Program Partner staff and volunteers as appropriate.
- Ensure that the Program Partner meets program objectives through monitoring and periodic site visits (at least once every two years) during designated hours of operation. Any issues will be communicated in writing to the Program Partner within seven business days.
- Provide surveys or other data collection tools as needed to research and measure the program's impact.

D. GENERAL PROVISIONS

This Agreement may be terminated at will by either party with written notice delivered to either. Upon termination of this agreement, the Program Partner will return any equipment, materials and/or food provided by Feeding America Eastern Wisconsin for the Mindful Meals program to Feeding America Eastern Wisconsin within 30 days of termination date.

E. SIGNATURES

The Program Partner's authorized representative's signature below confirms that the Program Partner site is accepting and agrees to abide by all terms of this agreement.

Program Partner Signature:

Program Partner's Authorized Representative Signature

Date

Print the Name of the Program Partner's Authorized Representative

Food Bank Signature:

Food Bank Signature

Date

Print the Name of the representative who signed this agreement

ADDENDUM

A. FEEDING AMERICA-FUNDED SMART LOCKERS

Feeding America Eastern Wisconsin Agrees To:

- Provide any needed insurance requirements regarding the locker unit(s).
 - Fund the costs associated with the installation, operation and ongoing maintenance of the food locker units.
 - Provide OrderAhead support and service of smart locker orders.
 - Deliver program orders to the smart locker units based on determined distribution schedule
- Remove the food locker units from the Program Partner site upon termination of the program.

Program Partner Agrees To:

- Participate in the program for a minimum of one year.
- Feeding America Eastern Wisconsin marketing requirements regarding the design of the locker unit(s).
- Report any damage or malfunction of the food locker units to Feeding America Eastern Wisconsin in a timely manner.
- Remove any access barriers to the food locker units such as snow, ice or other debris, as needed.
- Request reimbursement from Feeding America Eastern Wisconsin for any costs associated with the installation or operation of the locker units by submitting a copy of the invoice to accountspayable@feedingamericawi.org and the food bank program primary contact.

B. PROGRAM PARTNER-FUNDED SMART LOCKERS

Feeding America Eastern Wisconsin Agrees To:

- Provide OrderAhead support and service of orders.
- Deliver program orders to the smart locker units based on the determined distribution schedule.

Program Partner Agrees To:

- Participate in the program for a minimum of one year.
- Provide any needed insurance requirements regarding the locker unit(s).
- Fund the costs associated with the installation, operation, and ongoing maintenance of the food locker units.
- Feeding America Eastern Wisconsin marketing requirements regarding the design of the locker unit(s).
- Remove any Feeding America Eastern Wisconsin logos and program-related images from the smart locker unit upon termination of the program.
- Remove any access barriers to the food locker units, such as snow, ice, or other debris, as needed.

C. WEATHER CANCELLATION POLICY

Feeding America Eastern Wisconsin will contact the site coordinator of a weather cancellation before 8:00 AM on the day of the distribution. Feeding America Eastern Wisconsin may cancel a program distribution if:

- Feeding America Eastern Wisconsin is closed due to bad weather or other circumstances in accordance with our internal weather policy.
- Feeding America Eastern Wisconsin determines the driving conditions are unsafe.

Program Partner Site Coordinators may cancel a distribution if weather conditions endanger the safety of guests or volunteers.

- If the program site decides to cancel the distribution, the site coordinator must inform Feeding America Eastern Wisconsin before 8:00 AM on the day of the distribution.
- The host site must notify individuals of any changes to a scheduled distribution due to weather cancellation, unless agreed upon by Feeding America Eastern Wisconsin.

C. SURVEYS & PROGRAM RESEARCH

Feeding America Eastern Wisconsin reserves the right to utilize OrderAhead to administer electronic participant surveys to improve and evaluate the effectiveness and impact of the program with the approval of the Program Partner Site. The data collected may be used by Feeding America Eastern Wisconsin and, with Program Partner Site approval, may be potentially shared with trusted partners bound under a non-disclosure agreement for the purpose of advanced data analysis. Personally identifiable information will not be shared externally. All information will be kept confidential and will not be used or sold by third party entities. All participants' information will be protected.