



# CARE AND SHARE FOOD BANK

## AGENCY AGREEMENT

Care and Share Food Bank agrees to supply food and other product, as available, to \_\_\_\_\_ **(Agency Name),**

providing the Agency represents and agrees to the following:

### **MEMBERSHIP**

1. Agency must be a non-profit, tax-exempt organization or sponsored by a non-profit, recognized by the IRS under Section 501(c)(3) of the Internal Revenue Service or be a federally tax-exempt religious organization. Agency must be incorporated for the purpose of serving the ill, needy, or infants.
2. Agency will be licensed by the state, county and/or city according to the service it provides.
3. Agency will comply with the IRS eligibility requirements for receipt, storage, transfer, and use of donated product under section 170(e)(3) as contained in Appendix I.
4. Agency will 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.

### **PROGRAM REQUIREMENTS**

1. An agency is considered active if they meet the following criteria:
  - Must meet all terms and conditions of this document.
  - Must receive product from Care and Share at least once every 6 months.Agencies that fail to meet the above criteria will be inactivated but may reapply for membership.
2. Agency must complete the annual Agency Information Update Form and notify Care and Share in writing/email of any changes including agency leadership, contact information, program location, or hours of operation.
3. Agency will ensure at least one volunteer/staff member holds a current approved safe food handlers' certificate.
4. Agency agrees to subscribe to Constant Contact to receive important notifications.

### **RECEIPT OF FOOD**

1. Agency agrees to transport all products from Care and Share directly to the program site.
2. Agency agrees to be responsible for acquiring, transporting, storing, and handling all products supplied by Care and Share in a safe and secure manner.
3. Agency agrees that product will be inspected by its authorized representatives upon delivery and found fit for human consumption.
4. Agency agrees to notify Care and Share within two (2) business days of any discrepancies, including missing or damaged product, or upon receipt of complaint or claim of liability from clients regarding product.
5. Agency agrees to immediately destroy or discard product upon notice that such product may not be fit for human consumption.
6. Agency agrees that product will be stored at an approved location. Product may not be stored at a private residence or any other space where product may be easily accessible to be used for a purpose other than the approved program.
7. Agency agrees product will only be used for the approved program. e.g. If you are designated as an emergency food pantry, you may not use product to serve a community meal or alternate activity.
8. Agency hereby agrees to assume all responsibility for product liability related to any act or failure to act by the Agency, associated with transportation, storage, preparation, distribution, or service of the product after the Agency assumes possession.
9. Agency affirms that the original Donor, Care and Share, and Feeding America:
  - Are released by the Agency from any liabilities resulting from the donated product. Agency also releases Care and Share from any liability resulting from the condition of the donated food, except for liability resulting from gross negligence or intentional misconduct of Care and Share.

- Are held harmless from any claims, losses, causes of action, lawsuits, or obligations to the Agency or the donated product.
  - Offer no express warranties in relation to the product. No person is authorized to give warranties on behalf of Care and Share or to assume any liability for Care and Share.
  - Agency agrees to take all food ordered from Care and Share without rejecting food that is fit for human consumption based on common safe food sorting guidelines.
10. Agency must be willing to adhere to additional donor stipulations if required.
11. Agency agrees to pick up all orders during the scheduled appointment time. If an appointment is missed for any reason, the agency agrees to coordinate a new pickup time within 2 days of the canceled appointment. Future orders will not be processed until all previous orders are picked up.

**DISTRIBUTION OF FOOD**

1. Agency that acts as an emergency food pantry or feeding site must provide food to the general public and cannot exchange Care and Share products for money, fundraising events, or other property or services.
2. Agency may not require participation in prayer, religious services, or other services, including volunteer service.
3. Agency may not promote any political candidates or parties in the distribution of food.
4. Agency will hold regular, scheduled hours for food distribution at least once per month for a minimum of 90 minutes.
5. Agency may, with the permission of Care and Share, transfer excess Care and Share product to another Care and Share partner agency.
6. Agency will not take Care and Share product out of Care and Share service area.
7. Agency may not request donations from client. Agency may have a donation box provided it is located away from the client sign-in or distribution area so that donations remain anonymous. A donation amount may not be suggested.

**MONITORING & REPORTING**

1. Agency agrees to be monitored by a Care and Share representative a minimum of once every two (2) years, and Agency agrees to provide statistical data and other information during monitor visits or upon request.
2. Agency agrees to abide by the policies, procedures, and record keeping requirements of Care and Share including submitting accurate and timely monthly reports about clients served and the distribution of Care and Share products, due by the 10<sup>th</sup> of the following month. Agencies participating in Direct Retail Program have additional reporting requirements. **Agencies that have not submitted complete and accurate reports by deadline may be suspended until their reports are brought up to date.**
3. Agency agrees to keep on-site records for a minimum of 3 years which accurately reflect:
  - The total amount of product received through Care and Share’s programs. e.g. Care and Share invoices.
  - Number of participants served. e.g. Care and Share sign-in sheets.
  - The procedure for determining that at least 50% of the recipients of the product are ill, needy, or infants. e.g. Self-declaration of need or other intake processes.

**Both parties reserve the right to terminate membership at any time, for any reason with written notice.**

<b>Agency Name:</b> _____		
<b>Address:</b> _____		
<b>City:</b> _____	<b>State:</b> _____	<b>Zip Code:</b> _____
<b>Executive Director or Pastor:</b> _____		
<b>Signature:</b> _____	<b>Date Signed:</b> _____	