



## Partner Retail Food Rescue Program Agreement

This Agreement is between **Care and Share Food Bank (CARE AND SHARE)**, and Participating **Food Rescue Partner Donor Stores**, and the **CARE AND SHARE Partner Agency**

\_\_\_\_\_ (AGENCY)

**Effective on** \_\_\_\_\_ (date)

The Retail Food Rescue Program allows for quality nutritious food to reach our partner agencies directly, so that product can be more efficiently incorporated into food programs to better provide to communities in need. Partner agencies are assigned to food retail stores (donors) to pick up donated perishable food that would otherwise go to waste. CARE AND SHARE oversees this program and verifies that these partner agencies trained and certified in safe food handling practices and procedures and engages with donors to ensure that every edible food product is safely donated to our partner agencies.

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Retail Food Rescue Program Agencies agree to handle and distribute all products obtained through this program in adherence to this agreement:

1. Distribute 100% of useable product to “in-need” communities through approved distribution methods.
2. Distributed product obtained from the Retail Food Rescue Program only within CARE AND SHARE’s service area.
3. Participate in all the required CARE AND SHARE training courses and fully comply with the program rules and regulations set by CARE AND SHARE.
4. Ensure at least one agency representative is Food Safety Certified through ServSafe.
5. Record poundage received through the Retail Food Rescue Program and report it to CARE AND SHARE preferably within 24 hours of pickup, but no later than 7 days using MealConnect (<http://mealconnect.org>).
  - a. If pounds are not recorded within 7 days from pickup, this will impact an AGENCY’s eligibility for future donors, and if it is an ongoing issue, the donor(s) may be reassigned to another agency.
6. Transport frozen and refrigerated products using approved devices to maintain safe food temperatures including passive temperature control devices such as coolers and thermal blankets, or active temperature control devices such as a refrigerated vehicle or refrigeration unit.
  - a. Document sample temperatures for all frozen and refrigerated products at the time of pickup and again at the delivery site. This log should be kept on file for three (3) years and available to review during site monitors.

### 1. ENABLED DONOR PICK-UP

#### 1.1 Donor Pick-up

- AGENCY may pick up products from donors approved by CARE AND SHARE. CARE AND SHARE will notify AGENCY of such approval before pickups can begin and will notify AGENCY of any donor for whom pick-ups are no longer approved.

#### 1.2 Pick-ups

- AGENCY will timely pick up products on the days and times agreed with donors and CARE AND SHARE.
- Ensure that all AGENCY staff or volunteers that handle the food rescue pickups and/or products have the required level of Food Safety training.
- Notify the Retail Food Rescue Donor Store Receiver *and* CARE AND SHARE immediately, if unable to honor pick-up schedule.

### 1.3 Reporting

- AGENCY will document the pickup date, donor, and weight by category for each pickup. This information must be submitted through MealConnect preferably within 24 hours of pickup, but no later than 7 days (<http://mealconnect.org>).
  - All food rescued at the end of the month must be submitted to MealConnect within one week after the month ends.
- If a donor requests that an agency submit a separate receipt (paper or digital), agencies are expected to comply with these requests. This will be *in addition to* the receipt submitted MealConnect.

### 1.4 Policies Relating to Pick-up Activities

- AGENCY will adhere to CARE AND SHARE policies applicable to donor pick-up activities. CARE AND SHARE may at any time update or otherwise change such policies to its discretion and will communicate such changes to AGENCY.

## 2. FOOD SAFETY

### 2.1 Food Safety

- AGENCY in carrying out donor pick-up activities will always adhere to appropriate product integrity and food safety procedures including, without limitation:
  - i) Transporting frozen and refrigerated products using approved devices to maintain safe food temperatures.
  - ii) Take and document sample temperatures for all frozen and refrigerated products at the time of pickup and again at the delivery site.
  - iii) Keep the logs for a minimum of three (3) years for the CARE AND SHARE Regional Manager to review when needed.
- Maintain adequate refrigerator, freezer, and dry storage space at the AGENCY site facility to ensure the wholesomeness of stored product until distributed/used.
- Glean through all donated products. Ensure that any severely damaged and consequently contaminated product is properly disposed (*If the product is bad, please take photos and share feedback using the Agency Direct Retail Donations Report Form*)

### 2.2 Food Safety Training

- AGENCY will ensure that staff or volunteers that handle products picked up from donors have the food safety training required by CARE AND SHARE.

## 3. COMMUNICATION AND COORDINATION

### 3.1 Contact Person

- AGENCY will appoint one individual to act as principal contact person for CARE AND SHARE and donors on scheduling, pick-up logistics, and other matters relating to donor pick-ups.
- AGENCY may change its contact person at any time by notifying the CARE AND SHARE immediately utilizing the Agency Hotline at 719-937-4547 or email at [agencies@careandshare.org](mailto:agencies@careandshare.org).
- CARE AND SHARE may at any time update or otherwise change such policies in its discretion and will communicate such changes to AGENCY.

### 3.2 Cooperation

- AGENCY acknowledges CARE AND SHARE and other CARE AND SHARE partners may also pick up donations from donors from whom AGENCY picks up product. AGENCY will work in partnership with such



organizations and otherwise, appropriately represent CARE AND SHARE and the Feeding America Network to donors.

- AGENCY will notify CARE AND SHARE of any issues that may arise with donors as soon as possible.
- AGENCY agrees to meet with CARE AND SHARE and Donor on a semi-annual basis to connect and review partnership.

### **3.3 Records and Monitoring**

- AGENCY will maintain records relating to donor pick-up activities for a minimum of three (3) years. CARE AND SHARE may review such records and otherwise monitor pick-up activities in connection with its regular monitoring activities under the Agency Partner Agreement.
- Ensure all CARE AND SHARE agency accounts are in good standing (i.e. all monthly billing statements are paid in full and on time.)

## **4. OPERATIONS**

### **4.1 Distribution of Food**

- Distributed products obtained from the Retail Food Rescue Program are free of charge.
- Redistributing any product to other non-CARE AND SHARE partner agencies or organizations is *prohibited*.
- **Redistributing excess retail donation food to another CARE AND SHARE partner agencies can happen one time and MUST be declared/agreed upon with your assigned Regional Manager and documented appropriately using our online form titled “Redistribution of Retail Food Rescue Donation Report Form,” located on CARE AND SHARE’s Agency Portal (<https://careandshare.org/agency-documents/>).**
- AGENCY may not sell, transfer, barter, or offer for sale the items supplied by the Retail Food Rescue Program in exchange for money, property, or services; or otherwise allow the items to re-enter commercial channels - this includes non-food items obtained from donors as well.

*In accordance with this Agreement, I understand:*

- Both parties reserve the right to terminate partnership at any time, for any reason, with written notice.
- Failure to maintain policies and procedures outlined in the Partner Agency Agreement and Retail Food Rescue Program Partnership, including terms of this agreement, may result in the termination of the Retail Food Rescue Program participation or even CARE AND SHARE agency partnership.

*Failure to abide by the policies and procedures outlined in this Agreement will result in the following:*

- Grant applications will be impacted. Retail donor partnerships will be reassessed and possibly reassigned if the issue persists.

***Further offenses will result in immediate termination from the Retail Food Rescue Program.***

In addition, the agency agrees to abide by all CARE AND SHARE partner agency terms, conditions, policies, and procedures as outlined by CARE AND SHARE in the current CARE AND SHARE Agency Handbook and Partner Agency Agreement.

All CARE AND SHARE partner agency policies and procedures may be found in the current on the agency portal: <https://careandshare.org/agency-portal/>



Signing below, on behalf of the AGENCY named in this agreement, I certify that I accept and agree to abide by all terms, conditions, policies, and procedures outlined by CARE AND SHARE for the Retail Food Rescue Program and for CARE AND SHARE Agency Partnership.

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Executive Director/President/Pastor (Print)

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Tax I.D. #

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Executive Director/President/Pastor (Signature)

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Date

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Site Contact Name & Title (Print)

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Site Contact Signature

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Date

**To be completed by CARE AND SHARE Representative:**

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CARE AND SHARE Representative

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Date