



CARE AND SHARE FOOD BANK

2026 PARTNER AGENCY AGREEMENT

Care and Share Food Bank (hereinafter, Care and Share) enters a partnership with _____ (hereinafter, **Agency**). This agreement

Agency Name

formalizes a partnership rooted in our shared commitment to ensuring that all people—regardless of circumstance—have access to nourishing food with dignity and respect. This partnership is built on trust, transparency, and a shared responsibility to serve neighbors who are experiencing food insecurity or circumstances that put them at risk of hunger.

This partnership remains strong if both parties meet the promise, criteria, and expectations outlined below:

CARE AND SHARE'S PROMISE

As part of this partnership, Care and Share commits to the following promises:

- ✓ We will center the voices of our neighbors and partner sites in shaping our programs, policies, and practices.
- ✓ We will keep the Agency informed with timely updates, training opportunities, and guidance, ensuring clarity and transparency in our work together.
- ✓ We will provide tools, resources, and support to help the Agency grow and serve their communities sustainably.
- ✓ We will challenge systems of injustice, foster welcoming environments, and co-create solutions that ensure everyone has access to the food they need.
- ✓ We will own our mistakes, celebrate shared successes, and operate with integrity in all aspects of our partnership.
- ✓ We recognize that our Agency is vital to our mission. We will strive to reduce administrative burdens, respect your time, and advocate for your needs.
- ✓ We will be responsive to communications and notify partners of secondary contact if our team is out of office.

PARTNERSHIP CRITERIA

1. Agency must be one of the following types of organizations with supporting documentation to be provided:
 - a. a Public Charity, or an organization wholly owned by a Public Charity, that either:
 - ✓ Was organized for and operates for the purpose of the care of and service of the ill, needy, or infants **or**
 - ✓ Uses Donate Product in a manner relating to and consistent with the organization's exempt purpose through programs that care for and serve the ill needy, and/or infants.
2. Receive, store, transfer, use, and handle Product safely and properly in accordance with applicable law.
3. Comply with **Section 170(e)(3)** and other requirements for use and distribution of Donated Product.
4. Comply with the policies, procedures, and recordkeeping required of Care and Share.
5. 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 express, unfavorable discharge from the military or status as a protected veteran, or as otherwise prohibited under the current USDA nondiscrimination statement.
6. Allow regular Care and Share on-site monitoring at a minimum of every two years.
7. Maintain a procedure for serving both people facing hunger and those who do not qualify as ill, needy, or infants, or where overriding indicators of need are self-evident will establish a priority system that assures that primary program benefit is to people facing hunger, and that the program exclusively serve as least one of the ill, needy, or infant populations.
8. Acknowledge that the original donor, Care and Share, and Feeding America offer no express warranties in relation to Donated Product.

9. Release the original donor, Care and Share, and Feeding America from any liabilities resulting from Donated Product.
10. Hold harmless and indemnify Care and Share and Feeding America from any claims or obligation arising from Agency conduct, condition, or activities at Agency location.

AGENCY'S PROMISE

Agency promises to:

- ✓ 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.
- ✓ Maintain criteria outlined above or risk inactivation and will be required to reapply for partnership.
- ✓ Complete the annual Information Update Form and notify Care and Share in writing/email of any changes including but not limited to agency leadership, contact information, program location, or hours of operation.
- ✓ Ensure at least one volunteer/staff member holds a current approved safe food handlers' certificate.
- ✓ Receive emails from Care and Share regarding important information and updates.
- ✓ Track their budget if they choose to participate in Care and Share's Voluntary Food Access Program or any other program where an exchange in funds occurs.
- ✓ Collaborate with Care and Share, as well as other partner agencies and interested stakeholders to improve food access and support the development and implementation of our **Operational Response Plan**.
- ✓ Consult with Care and Share's Supplemental Nutrition Assistance Program (SNAP) Outreach team to connect neighbors to SNAP benefits.
- ✓ Treat all Care and Share employees, volunteers, and representatives, as well as the neighbors the agency serves, with respect and dignity, including not using abusive or foul language or making derogatory statements.
- ✓ To direct all communication to their Regional Manager or Quality Assurance and respond in a timely manner or give secondary points of contact.
- ✓ Agrees that violations of professional conduct will be handled in the following manner:
 - The first violation will result in an initial verbal warning from the Regional Manager with a follow-up letter or email documenting the incident.
 - The second violation will result in a 90-day suspension and the Regional Manager will provide a letter or email documenting the incident and the suspension.
 - The third violation will result in inactivation for a period of no fewer than six months. The Regional Manager will provide a letter or email documenting the incident and the suspension.

RECEIPT OF PRODUCTS

Agency agrees to:

- ✓ Acknowledge that all items are accepted in "as is" condition.
- ✓ All products from Care and Share distribution centers and donors, must be transported directly to the Agency, adhering to time and temperature food safety regulations in transit using an active (e.g. refrigerated vehicle) or passive (e.g., insulated coolers or bags, thermal blankets) temperature retention system and in a clean vehicle.
- ✓ Be responsible for acquiring, storing, and handling all products supplied by Care and Share in a safe and secure manner.
- ✓ Inspect all food upon receipt, discard any **out-of-condition foods**, and notify Care and Share of such issues. The Agency agrees to accept all food fit for human consumption using USDA standards.
- ✓ Notify Care and Share within two (2) business days of any invoice discrepancies, including missing or damaged product, or immediately following any complaint or claim of liability from clients regarding product.
- ✓ Store products only at locations approved by Care and Share. 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.

- ✓ Only use products provided by Care and Share for the approved program. e.g. If Agency is designated as an emergency food pantry, Agency may not use products to serve a community meal or alternate activity.
- ✓ 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.
- ✓ Adhere to additional donor stipulations if required.
- ✓ Accept all orders during the scheduled appointment time. Agency will notify Quality Assurance ahead of time if they will not be able to accept their order during the scheduled appointment time. If an appointment is missed for any reason, the Agency agrees to coordinate a new appointment time within 2 days of the canceled appointment. After two (2) days, the order will be transferred to another partner. Repeated missed appointments may result in suspension or inactivation.

DISTRIBUTION OF PRODUCTS

Agency agrees to:

- ✓ If Agency operates as an emergency food pantry or feeding site, Agency must provide food to the public at no cost and may not exchange Care and Share products for money, services, or goods. Agency may not request donations from neighbors but may place an anonymous donation box away from the check-in or distribution area, without suggesting a donation amount.
- ✓ Not require participation in prayer, religious services, or other services, including volunteer service.
- ✓ Not promote any political candidates or parties in the distribution of food.
- ✓ Hold regular, scheduled hours for food distribution at least once per month for a minimum of 90 minutes.
- ✓ Not engage in **Sub-Distribution** of product received from Care and Share without a signed agreement from Care and Share.
- ✓ Not use any donated products from Care and Share:
 - In their operations or upkeep, nor
 - For business meetings, including, without limitation, committee meetings and other functions where business is conducted, nor
 - In connection with fundraisers or events, nor
 - To compensate or provide incentives to staff or volunteers.
- ✓ Agency Staff and Volunteers:
 - May use donated foods for taste testing and demonstration cooking, or
 - May consume a meal in community with neighbors at meal sites, if directly involved in the preparation of a meal or other services, or
 - May receive donated foods and access those foods in the same manner with no clear priority or different access, if they meet the same criteria used to determine eligibility for any neighbor.

MONITORING & REPORTING

Agency agrees to:

- ✓ Monitored by a Care and Share representative at least once every two (2) years, and Agency will provide all information requested during monitor visits.
- ✓ Provide accurate and monthly timely reports about neighbors served and the distribution of Care and Share products. **Reports are due by the 10th of the following month. If Agency does not submit complete and accurate reports by the deadline, it may lead to suspension until their reports are brought up to date.** If the cause of suspension is not corrected within three months, the Agency will be inactivated and will need to reapply for partnership.
- ✓ Participate in Service Insights on MealConnect (SIMC) or another data collection platform as part of the partnership. Colorado institutions where neighbors are protected under the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA) are exempt. The selected platform must support the consistent collection of neighbor and household-level information to help Care and Share and its partners understand community reach, equity, and service impact, while prioritizing dignity, privacy, and respect. Participation in data collection is required for all Care and Share partners. **Care and Share will provide infrastructure, training, equipment, and software to support SIMC at no cost to the Host Site.** Host Sites using an alternative approved platform are responsible for all costs and must submit agreed-upon aggregate data monthly.
- ✓ Have appropriate administrative and technical measures in place to ensure the privacy, confidentiality, and security of individual neighbor data.

- ✓ Abide by the policies, procedures, and record keeping requirements of Care and Share, including the maintenance of food safety and statistical records. Agency agrees to keep these records on-site for a minimum of 3 years which accurately reflects:
 - The total amount of product received through Care and Share’s programs. e.g. Care and Share invoices.
 - Neighbor data collected in a safe and secure manner, e.g. utilizing Service Insights on MealConnect (SIMC) or other approved intake process.
 - The procedure that assures that primary program benefit is to people facing hunger, and that the program exclusively serves at least one of populations—ill, needy, or infant.

AGENCY SIGNATURE

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

Agency Name: _____			
Address: _____			
City: _____	County: _____	Zip Code: _____	
Executive Director or Leader: _____			
Signature: _____			Date: _____

DEFINITIONS

Agency: A nonprofit, for-profit, municipality, educational institution, or other organization that is operating a distribution with product received from Care and Share in support of Care and Share’s programs and mission to ensure equitable access to nutritious food and education across Southern Colorado because we believe no should go hungry.

Operational Response Plan: A collaborative strategy developed by neighbors and partners to guide equitable food access across Southern Colorado alongside Care and Share.

Out-of-Condition Foods: Food that is unsafe for consumption due to spoilage, contamination, or damage, per [7 CFR 25.2](#).

Section 170(e)(3): The IRS Code that strictly prohibits donated products from being sold, exchanged, or bartered and stipulates that donated products may only be given to qualified individuals.

Sub-Distribution: When a Care and Share partner distributes excess food received from Care and Share distribution centers and/or food donors to other approved Care and Share distribution partners (Partner Agencies, Host Sites, etc.).