



Requirements for Agencies to Qualify for food at the Food Bank of the Rio Grande Valley, Inc.

1. Must be an established non-profit agency, registered and approved with the Food Bank of the Rio Grande Valley, Inc.
2. Must have a 501 (C) (3) tax status with the Internal Revenue Service.
3. Must sign Liability Release Form and the Probation and Suspension Policy with the Food Bank of the Rio Grande Valley, Inc. and comply with the terms of the agreement.
4. Must have a successful on-site feeding operation or emergency-box program in operation for one (1) year or more or submit evidence of a successful program.
5. An on-site feeding program or emergency-box program that is less than one (1) year old may apply for temporary approval by the Chief Executive Officer.
6. Must provide a list of Directors or Committee Members of the organization.
7. A list of Directors or Committee Members must at a minimum consist of three members, and at least three members must not be related. The list must also include the names, titles/positions, home addresses, phone numbers, and e-mail addresses of all current Directors or Committee members.
8. Must be an agency that serves the needy, ill or infants.
9. **Must NOT sell, barter or trade food. Must not make any request or suggestion for contributions, donations, attendance at church or functions or for work in exchange for food.**
10. **Must not use food for fundraising events.**
11. **Must not require clients to pay a fee of any kind in order to receive food assistance.**
12. Must provide own transportation to pick up food at our warehouse.
13. Must have adequate storage space to insure the wholesome qualities of the food, until used and/or have adequate refrigeration if food requires it.
14. Must be agreeable to monitoring by the Food Bank of the Rio Grande Valley, Inc., Food Bank personnel, or a panel of the Board of Directors.
15. Must not distribute food in any way or form to a foreign country; e.g. Mexico.
16. **Must not discriminate on the basis of Race, Color, Citizenship, Religion, Political Beliefs, 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, reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.**
17. Agency must have a Safe Food Handling Certification by City Health Department.
18. Must agree and adhere to the General Rules and Regulations of the Food Bank of the Rio Grande Valley.
19. Must attend or have representation at yearly Agency Conference.
20. Must not distribute food to another program, organization, church or entity without the approval of the Chief Executive Officer.



21. Must submit a monthly client report to the Food Bank of the RGV between the 1st and the 5th of the following month. The report should include the number of families/individuals or meals/snacks provided by your program.
22. By request, each agency must provide a list of people served last month, for verification purposes, with names and addresses.
23. Approval may be withdrawn at anytime.

LIABILITY RELEASE

The undersigned authorized agency of _____
(NAME OF AGENCY)

Hereby warrants that during active membership he/she will receive assorted foods from the:
FOOD BANK OF THE RIO GRANDE VALLEY, INC., a member of Feeding America.

Said agent further warrants that the above-described food will be duly inspected upon delivery and found fit for human consumption.

It is further agreed between the:
Food Bank of the Rio Grande Valley, Inc., and _____ that
(NAME OF AGENCY)

1. The food is accepted "as is".
2. FOOD BANK of the RGV, Feeding America and the original donor expressly disclaim any implied warranties of merchantability or fitness for a particular use.
3. The original donor, FOOD BANK OF THE RIO GRANDE VALLEY, INC., and Feeding America are released by the agency from any liabilities resulting from the donated product.
4. The original donor, FOOD BANK OF THE RIO GRANDE VALLEY, INC., and Feeding America are held harmless from any claims or obligations in regard to the agency or the donated product.
5. The original donor, FOOD BANK OF THE RIO GRANDE VALLEY, INC., and Feeding America offer no express warranties in relation to the product.
6. Said agency will not sell or offer said food for sale and or distribute to MEXICO.



PROBATION AND / OR SUSPENSION POLICY

The Food Bank RGV will conduct an on-site visit of each Partner Agency prior to membership approval. Once approved, each Partner Agency is monitored on or after its six-month anniversary, and again on or after its twelve-month anniversary. Following the first year, each Partner Agency will be monitored once annually. However, the Food Bank RGV, at its own discretion, reserves the right to monitor each and any Partner Agency more frequently. Monitoring may be done by on-site visits and/or oral or written communication.

Violations

1. Exchanging donated food or other products for money, property or services.
2. Removal of donated food or other products from an on-site program for private use.
3. Using donated food or other products in a manner that is not related to the exempt purposes of the Partner Agency.
4. Delinquent reimbursement of shared maintenance contributions.
5. Donated food or other products are improperly stored, refrigerated or transported.
6. Donated food or other product is improperly stockpiled.
7. Partner Agency is in violation of any state or local statute, ordinance, code or regulation
8. Partner Agency otherwise violated the Basic Agreement between itself and the Food Bank RGV.

Procedure

Probation: A Partner Agency may be placed on probation for a period not to exceed three months if found to be in violation. Notification must be in writing. The Senior Manager of Programs & Inventory and/or Chief Executive Officer have authority to place member agencies on probation. In any event the Senior Manager of Programs & Inventory and the Chief Executive Officer shall be informed when a Partner Agency is placed on probation. The Partner Agency may appeal its probationary status to the Chief Executive Officer by delivering such appeal, in writing, to the Chief Executive Officer.

The purpose of the probationary period is to place a Partner Agency on notice that it must bring its program into compliance or it will be suspended. During the probationary period, the Chief Executive Officer shall have the authority to extend the probationary period or to suspension of the Partner Agency. The Partner Agency may appeal this decision as previously outlined. A Partner Agency’s probationary status terminates when one of the following occurs:

1. The Partner Agency satisfies the Senior Manager of Programs & Inventory and/or the Chief Executive Officer that the violation has been rectified; or
2. The Senior Manager of Programs & Inventory and the Chief Executive Officer has suspended the Partner Agency.

Suspension: A Partner Agency may be suspended, without first being placed on probation, if found in violation of violations 1, 2, or 3. All other violations must be preceded by a probationary period for the violation in question, or not less than three other probationary periods for not less than three offenses. Upon suspension, an agency loses all the rights and privileges of a Partner Agency as well as its status as such.

_____ hereby fully understands the contents of this packet and agrees to adhere to it.
Partner Agency

Board President/ _____ Date _____ Executive Director/ _____ Date _____
Pastor Program Director

The Food Bank of the Rio Grande Valley, Inc. does not discriminate on the basis of race, color, national origin, sex (including gender identity and sexual orientation) or expression, citizenship, religion, gender, political beliefs, ancestry, age, marital status, disability, unfavorable discharge from military or status as a protected veteran, reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. This institution is an equal opportunity provider.

