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FOODBANK OVERVIEW



Our Values & Our Mission

Values Statement

We are passionate and committed to Feed People and Fight Hunger in our community by striving for excellence in our daily actions while embracing the core values of People, Leadership and Stewardship.

Mission

Feed People. Fight Hunger.

Organizational Values

Passion and excellence demonstrated through:

People

Teamwork, Diversity, Internal & External Relationships, Respect & Understanding, Professional Development, Compassion, Customer Service, Work Ethic

Leadership

Succession Planning, Community Collaboration, Leading by Example, Strategic Planning, Advocacy, Innovation, Proactive

Stewardship

Fiscal Responsibility, Environmentally Responsible, Donor Relations, Resource Management

How We Work



The Foodbank is a distribution center that provides an efficient operation to collect, sort and distribute food. The Foodbank secures food donations from corporate food donors, state and federal food assistance programs and Feeding America, the national foodbank network. Much of the donated and purchased food is transported to the warehouse by the Foodbank's fleet of trucks. Every day member agencies place food orders and pick up these orders at the warehouse. The agencies provide this food through their hunger-relief programs to those in need in their community or neighborhood.

A Brief Foodbank History

The Akron-Canton Regional Foodbank was founded in 1982 as the focal point for all food donation, solicitation, procurement, processing, and storage in the Greater Akron area. By creating an organization such as the Foodbank, individual hunger relief programs can focus mainly on providing food assistance to men, women and children in need. Today, the Akron-Canton Regional Foodbank provides centralized leadership to hunger-relief efforts in the regional community and is the vital link between the food industry, food-assistance programs and the hungry.

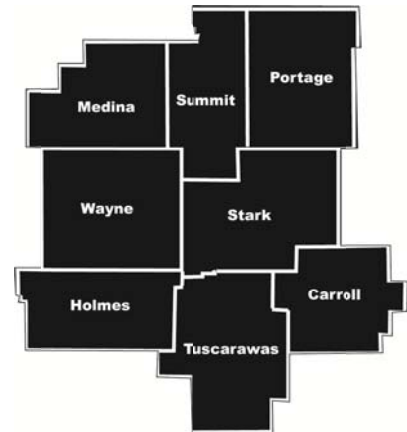
The Akron-Canton Regional Foodbank serves as many as 180,000 different hungry men, women and children annually. The food comes from a variety of sources including state and national government programs and local and national growers, manufacturers, distributors and retailers. Typically, a small percentage (less than 5%) of the food is donated through food drives.

The Akron-Canton Regional Foodbank is a certified member of Feeding America, the nation's largest domestic hunger relief organization and the Ohio Association of Second Harvest Foodbanks (OASHF).

Our Service Area

The Akron-Canton Regional Foodbank provides food and other essential items to member agencies in eight Northeast Ohio counties: Carroll, Holmes, Medina, Portage, Stark, Summit, Tuscarawas and Wayne.

Member agency programs include but are not limited to food pantries, hot meal sites, shelters, direct distributions, youth programs, senior programs, drug and alcohol rehabilitation, child and adult day cares, and residential or group home programs.



Our Partners

The Akron-Canton Regional Foodbank works with a wide range of partners to help us achieve our mission. These collaborations guide our policies and procedures.

Member Agencies

The Akron-Canton Regional Foodbank's member agencies are the front line in the fight against hunger. Member agencies must be non-profits with either a 501(c)(3) status with the IRS or a recognized tax-exempt faith-based organization. Member agencies cannot be a municipality or private foundation and cannot use another organization's tax-exempt status to meet membership criteria unless the agency is a branch of a nationally recognized non-profit.

Food and Financial Donors

The Foodbank relies on both our food and financial donors to help meet the day-to-day food needs of our community. Local donors provide over one-third of our food donations. Financial contributions from sources throughout the region subsidize operations and help keep free and low cost products on our menu. At times, both food and financial donors may restrict their donations to specific counties or specific types of programs.

Feeding America

The Akron-Canton Regional Foodbank is a proud member of Feeding America, the nation's largest domestic hunger-relief organization. Feeding America is a network of more than 200 member food banks that engages our country in the fight to end hunger. They work to increase public awareness of domestic hunger on a national level, and advocate for policies that benefit America's hungry.



Ohio Association of Second Harvest Foodbanks

The Ohio Association of Second Harvest Foodbanks is governed by representatives from the 12 Ohio foodbanks. This state office advocates on a state level for policies benefitting hungry Ohioans, and coordinates and manages state funded programs such as the Ohio Benefit Bank (OBB), the Ohio Food Program (OFP) and the Ohio Agricultural Clearance Program (OACP).



Ohio Department of Job & Family Services

The Ohio Department of Job & Family Services (ODJFS) administers the USDA commodities and enforces federal policies and procedures on the state level. In addition, ODJFS funds the Ohio Food Program and the Ohio Agricultural Clearance Program.

Emergency Closures

In the event of a local emergency or severe weather situation, for the safety of our agencies, volunteers and Foodbank staff, the Foodbank may temporarily shut down operations. This can occur through the follow means:

- The Foodbank's CEO may decide to temporarily cease operations.
- If the Summit County administrative offices are closed for emergency or severe weather situations, the Foodbank will also close by default.

Emergency Notification Procedures

If the Foodbank should experience an unscheduled closure or some type of safety concern, our member agencies will be notified in the following ways:

- A general message will be placed on the main phone line (330.535.6900) explaining the type of emergency and the expected duration of the emergency situation.
- Updates will be placed on the Home page of the Foodbank's website (www.akroncantonfoodbank.org) and on the Agency Zone homepage of the website.
- If warranted, the Foodbank may also use its automated voice messaging system to contact staff and volunteers of our member agencies.

Tobacco-Free Campus

The Akron-Canton Regional Foodbank is a tobacco-free campus, which means smoking and/or any use of tobacco products is not permitted in the facility or anywhere on the property including parking lots.

Please make sure that all of your staff and/or volunteers are aware of this policy. If your staff and/or volunteers must use tobacco products, please ask them to do so before arriving and after leaving Foodbank property.

Anyone caught using tobacco products on the property will receive a verbal warning and be asked to dispose of their tobacco product, or leave the property immediately. Repeated violation of this policy by agency representatives may impact the agency's membership at the Foodbank.

MEMBERSHIP & LIABILITY

As member agencies of the Akron-Canton Regional Foodbank, your agency will agree to adhere to certain standards and responsibilities by signing the annual **Membership & Liability Agreement**. Failure to comply with the annual **Membership & Liability Agreement** and the associated responsibilities could lead to the suspension and/or inactivation of an agency account. This section outlines the legal provisions that shape the annual agreement.

The Tax Reform Act of 1976

The Tax Reform Act of 1976 established specific types of tax deductions to certain corporations when donating inventory. In addition, the act establishes specific parameters on how donated goods can be used and by whom. Since the vast majority of food obtained by the Foodbank is donated, our member agencies must abide by all of the requirements of this federal law.

These requirements are reflected on the **Membership & Liability Agreement** as points 1, 2, 12, 14, 22, 23, 24, 27 and 28.

The Federal Food, Drug and Cosmetics Act

The Federal Food, Drug and Cosmetics Act establishes regulations for the safety of food, drugs and cosmetics. In addition, this act prohibits the re-distribution of contaminated or potentially contaminated products.

Other laws and regulations governing the use of items your agency may obtain from the Foodbank include: The Fair Packaging and Labeling Act, Chapter 21 of the Code of Federal Regulations, and both federal and state labor laws.

The Center for Disease Control estimates that 1 out of every 6 Americans get sick each year from food related illnesses and of these millions of people affected by food-borne illness, thousands die.

The Akron-Canton Regional Foodbank and Feeding America are committed to the health and food safety of the communities we serve. The Foodbank provides detailed guidelines that must be met and maintained by all member agencies to ensure the safe storage and handling of food on the agency level. These guidelines are explained in detail in **Section 3: Storage & Handling Guidelines**.

These requirements are reflected on the **Membership & Liability Agreement** as points 3, 4, 5, 6, 7, 8, 9 and 18.

National Civil Rights Laws

The purpose of Civil Rights policies are to promote fairness and equality of treatment for all people. National Civil Rights law is provided under several federal provisions including: Title VI of the Civil Rights Act 1964, Americans with Disability Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, The Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Food Stamp Act of 1977, Executive Order 13166, USDA Departmental Regulation 4330-2, and 7CFR Part 16, Equal Opportunity for Religious Organizations.

These requirements are reflected on the **Membership & Liability Agreement** as points 13, 25 and 26.

The Emergency Food Assistance Program (TEFAP)

The Emergency Food Assistance Program (TEFAP) is funded under the U.S. Farm Bill and administered at the Federal level by the Department of Agriculture's Food and Nutrition Service. The USDA uses the funding for TEFAP to buy food, including processing and packaging. This food is also known as commodities. The amount of commodities allocated to each of the states is contingent on its amount of low-income and unemployed population.

Each state designates a department or agency within the state to regulate the administration and distribution of the commodities. The supervising agency in Ohio for TEFAP Commodities is the Ohio Department of Job and Family Services (ODJFS).

ODJFS provides all guidelines for agency eligibility, handling and storage of the commodities, distribution to clients, client record maintenance and all other program related materials. All of these regulations are outlined in the **Ohio Department of Job and Family Services Food Programs Manual for the Commodity Supplemental Food Program and The Emergency Food Assistance Program**. This manual, also known as the **Ohio Food Programs Manual**, is provided to all member agencies that are deemed eligible for TEFAP and State Commodities.

These requirements are reflected on the **Membership & Liability Agreement** as points 15, 16 and 17.

Akron-Canton Regional Foodbank

As a member of Feeding America, the Akron-Canton Regional Foodbank has the right to institute additional criteria for member agencies in an attempt to provide for the most efficient and safe use of the limited resources available to members. In addition, the Akron-Canton Regional Foodbank may change or revise policies and guidelines when necessary to comply with changes in network policy or government oversight. We promise to make every attempt to communicate these changes as quickly and efficiently as we can.

These requirements are reflected on the **Membership & Liability Agreement** as points 10, 11, 19, 20, 21, 29 and 30.

STORAGE & HANDLING GUIDELINES

In order to maintain the integrity of food distributed by the Foodbank while ensuring that it remains healthy and safe for consumption, our member agencies must be aware of proper storage and handling guidelines. Our member agencies are expected to meet and maintain these guidelines.

Please note, this section provides a general list of the Foodbank's guidelines only. These guidelines do not replace, supersede, or in any way exempt your agency from compliance guidelines established by other authorities regulating or governing the activities of your agency.

General Food Storage Guidelines

All food storage areas must provide protection from weather, fire, theft and pests. Aisles between pallets or shelves must be wide enough to provide easy access for inspection, inventory and pulling of products. The following guidelines must be met to provide proper storage for your food.

- **Store Food At Least 6" Off The Floor**
This can be done by keeping the food on pallets, platforms or shelves. Storing food off the floor helps prevent pests and protects the food from any possible water damage from minor flooding.
- **Store Food At Least 6" From The Walls**
This must be maintained for proper air circulation and pest control.
- **Store Food At Least 18" From The Ceiling**
This will help avoid high storage temperatures and allows for proper air circulation. Proper air circulation can also help prevent possible mold or mildew.
- **Date Each Case With The Month And Year It Was Received**
Every case of product should be dated with the month and year it was received to maintain proper stock rotation. Older dates should be moved to the front and used before newer dates.

- **Your Full Stock Should Be Rotated Every 3 Months To Avoid Expired Product**

To help assure the quality of products, the First In – First Out (FIFO) practice must be followed. Member agencies should never maintain more than a three-month supply of food.

- **Store Non-Food Items Separately**

All toxic items such as cleaning supplies and maintenance supplies must be kept away from food to avoid the possibility of cross-contamination. Storing these products below food products is acceptable, but a separate cabinet, shelving unit or storage location is highly recommended.

- **Clean Floors, Pallets And Shelving Regularly**

All areas should be swept and mopped regularly. Clean spills immediately and sanitize storage areas regularly. Cleaning helps prevent possible cross-contamination due to spills or leaks and helps to control any possible pests by eliminating possible food sources. It is a best practice to establish a cleaning schedule listing the necessary frequency of cleaning for each location. Floors, including under pallets, should be swept and cleaned at least monthly. High traffic areas require more frequent cleaning.

- **Keep Doors, Windows And Roofs Well Sealed**

By maintaining the integrity of the seals, you can prevent pests from entering your storage area and prevent water damage from heavy rains or melting snow.

- **Maintain A Pest Control System**

Have a proper pest control plan in place or contract with a licensed pest control firm. Poison must not be used due to possible contamination to the food. Traps and glue boards are recommended. If your agency chooses to handle pest control internally, please make sure to record and maintain the dates of inspection, the inspection results, any corrective actions taken and the name of the person(s) handling the pest control. Pest control records must be kept for three years.

- **Maintain Equipment Regularly**

Check all refrigerator and freezer units on a regular basis for leaks or problems. Gasket seals should be cleaned and checked for gaps. If your equipment shows signs of moisture build-up or ice around the door gaskets, the gaskets should be replaced. Maintaining a proper seal will help ensure proper refrigeration temperatures are maintained and help save money on your utility bills. Air filters on the equipment should also be cleaned to help prevent the equipment from overheating.

- **Maintain Proper Temperatures In All Storage Areas**

Thermometers must be kept in all storage areas. Proper temperature ranges for each storage area are:

Refrigerated Units 33⁰ – 40⁰ F

Freezer Units 0⁰ F or below

Dry Storage Areas* 50⁰– 70⁰ F

**This is the ideal temperature range. Higher temperatures cause dry goods to degrade faster.*

- **Maintain Temperature Logs For All Storage Areas**

Temperature logs can show variances in temperatures over a period of time. Fluctuating temperatures can be a sign that your equipment is malfunctioning and may need to be repaired or replaced. Early detection of problems can save you money and prevent loss of food should the equipment break down. Temperature logs should be updated weekly with the date the temperature was checked, the thermometer reading and the initials of the person completing the log. Temperature logs must be kept for three years.

- **Follow Basic Rules For Stacking Product**

Limit the height of the product stacks to protect food on the bottom layers from being crushed or the stack from toppling over. As a rule of thumb, stacks should never be taller than the average human height. Heavier items should always be stacked on the bottom and lighter items stacked on top. Cross-stack cases on pallets to ensure the stack will be sturdy and solid to avoid tipping. Shrink-wrap stacks for stability if the product is to be moved. Remove any cases that are bent or damaged from the stack to avoid weak areas that could collapse. These boxes can be placed on the top of the stack.

- **Report Damaged Product**

If you receive damaged or infested products from the Foodbank, please contact us immediately. Any damaged or infested product should be moved from your secure storage location and saved until you have contacted the Foodbank for further instructions. Foodbank staff may ask you to take a picture of the products to document the problem and you may be asked to complete a report. We must receive notification within 48 hours from receiving your order to consider credits if applicable.

Additional Guidelines For On-Site Feeding Programs

All on-site feeding programs, including residential programs, must follow the proper food storage and handling guidelines outlined in the previous section and the additional guidelines below:

- All sinks, cooking equipment, utensils and serving ware must be clean, sanitized and well maintained.
- Washing your hands is the most important thing you can do to prevent contaminated food. Hand sanitizer can never replace hand washing. Hand sanitizer may kill harmful germs but they do not remove allergens that may cause serious allergic reactions in some people.
- Always wash hands with soap and hot water **BEFORE** handling food, preparing food, and serving food.
- Always wash hands with soap and hot water **AFTER** preparing food, serving food, handling raw meat, handling dirty dishes or utensils, handling garbage, using the bathroom, eating, drinking and smoking.
- When drying hands it is best to use a disposable single-use towel.
- Avoid touching your mouth, face, hair or other body parts when preparing food. Please wear hair nets when appropriate and always wash your hands after touching any part of your body.
- Always cover any cuts with a bandage and disposable gloves and change gloves when they get soiled or contaminated. Wash hands **BEFORE** putting on disposable gloves.
- When preparing food, make sure the food is cooked to the proper internal temperature to kill or neutralize harmful bacteria. Use a stemmed-thermometer or other food-grade thermometer to check for correct temperatures.
- When serving, make sure the food is maintained at proper temperatures to prohibit bacterial growth and spoilage. Hot meals should be hot and cold meals should be cold. Use a food-grade thermometer to check for correct food temperatures. Cold food should be kept below 40° and hot food should be kept at 135° or higher.

Any questions or concerns regarding the storage and handling of food should be directed to the Member Services Department at 330.535.6900.

Ohio Department of Job and Family Services
THE EMERGENCY FOOD ASSISTANCE PROGRAM
STATE FUNDED FOOD PROGRAM

HOUSEHOLD ELIGIBILITY GUIDELINES

| HOUSEHOLD SIZE | INCOME | | |
|---|----------|---------|---------|
| | YEAR | MONTH | WEEK |
| 1 | \$21,779 | \$1,814 | \$418 |
| 2 | \$29,419 | \$2,451 | \$565 |
| 3 | \$37,059 | \$3,088 | \$712 |
| 4 | \$44,699 | \$3,724 | \$859 |
| 5 | \$52,339 | \$4,361 | \$1,006 |
| 6 | \$59,979 | \$4,998 | \$1,153 |
| 7 | \$67,619 | \$5,634 | \$1,300 |
| 8 | \$75,259 | \$6,271 | \$1,447 |
| 9 | \$82,899 | \$6,908 | \$1,594 |
| 10 | \$90,539 | \$7,544 | \$1,741 |
| FOR EACH FOR ADDITIONAL FAMILY MEMBER ADD | \$7,640 | \$637 | \$147 |

Clients certify that their current gross household income is at or below the income listed on this form for households with the same number of people in the household. Clients also certify that, as of today, the household lives in the area served by this agency. This information is provided in connection with the receipt of Federal assistance through The Emergency Food Assistance Program and/or the state funded food program.

In accordance with federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue SW, Washington DC 20250-9410 or call 202-720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

Food Programs guidelines were obtained by multiplying the 2011 Federal income poverty guidelines by 2, and subtracting \$1.00 and by rounding down to the next whole dollar. Weekly and monthly guidelines were computed by dividing annual income by 52 and 12, respectively, and by rounding down to the next whole dollar.

Membership Application

Foodbank Glossary of Terms



| | |
|---|--|
| Foodbank | The Akron-Canton Regional Foodbank is a charitable nonprofit organization that solicits, receives, inventories, stores, and distributes donated food and grocery products to charitable agencies that directly serve needy individuals. These agencies include churches and qualifying nonprofit Internal Revenue Code 501(c)3 charitable organizations. The Akron-Canton Regional Foodbank is the only foodbank that serves Carroll, Holmes, Medina, Portage, Stark, Summit, Tuscarawas and Wayne counties. |
| Member Services Department | The Member Services Department is the department of Akron-Canton Regional Foodbank that is the liaison between community based food assistance programs and the Foodbank. This department processes new membership applications; conducts monitor visits of food distribution sites; administers grants; presents workshops for member agencies; provides technical assistance to members; and advocates on behalf of our members and the people they serve. |
| IRS 501(c)3 Determination Letter | Any member agency receiving food must be a tax-exempt organization as described in Section 501(c)(3) of the IRS Code. The use of food must relate to the reason that the agency is tax exempt. For more information on 501(c)3 status or application visit: www.irs.gov |
| Church Qualifier | In circumstances where a church is the agency responsible for a food program and is recognized as a nonprofit for religious purposes, but not as a 501(c)3, the applicant church will be asked to submit documentation that meets 10 of the 14 criteria employed by the IRS for defining a church. Submission and acceptance of the qualifying document will serve as the 501(c)3. |
| Member Agency | Agency refers to the 501(c)3, nonprofit organization as specified in a letter of determination from the U.S. Internal Revenue Service, that will be legally, fiscally, and programmatically responsible for hunger relief service to others. |
| Program | An ongoing mission, outreach, or activity conducted by a church or nonprofit organization with the specific purpose to assist needy individuals, and in some way provides food free of charge to those individuals. Examples of programs include food pantry, soup kitchen, homeless shelter, group home, or after school activity. |
| Service Area | A geographic area defined by the agency establishing their boundaries of service if desired. Examples of service areas designations used by other food programs include school district, city, or county. It is not necessary to define a service area. One of the benefits of not defining a service area include protecting the privacy of individuals who need emergency food assistance but may be too embarrassed to ask for help in the community where they live. Please note emergency food programs (pantries, hot meals, emergency shelters) may not limit service areas to a single church congregation or a specific group. |

Membership Application

Foodbank Glossary of Terms



| | |
|-------------------------------|--|
| Shared Maintenance Fee | The Foodbank is allowed by law to charge a fee for some products to offset costs associated with transportation, storage, and distribution. Shared Maintenance Fees may range from free to \$0.19 per pound. |
| Billing Address | This address receives billing statements and any other financial correspondence. May or may not be different from the mailing address. |
| Mailing Address | This address will receive items such as agency newsletters, training announcements, and program documents. |
| Site Address | Physical location of the program where a person is served or provided food. |
| Storage Address | Physical location where food is stored, if different from site address. |

CHURCH QUALIFIER FORM

Unincorporated churches can submit a letter on its letterhead which is signed by its Chief Executive Officer affirming that the organization is in fact, a church, and has not applied to the IRS for 501(c)3 status and been denied, or; has had its 501(c)3 status revoked by the IRS. Said organization essentially meets the following 14 criteria employed by the IRS in defining a church.

In accordance with this provision, the Akron-Canton Regional Foodbank established a policy, which requires that, an organization that functions as an independent, unincorporated church must certify that at least ten (10) of these characteristics are evidenced by their program. *(Check appropriate items.)*

The characteristics are as follows:

- | | |
|--|---|
| <input type="checkbox"/> A distinct legal existence. | <input type="checkbox"/> A literature of its own. |
| <input type="checkbox"/> A recognized creed and form of worship. | <input type="checkbox"/> Established places of worship. |
| <input type="checkbox"/> A definite and distinct ecclesiastical government. | <input type="checkbox"/> Regular congregations. |
| <input type="checkbox"/> A formal code of doctrine and discipline. | <input type="checkbox"/> Regular religious services. |
| <input type="checkbox"/> A membership not associated with any (other) church or denomination. | <input type="checkbox"/> Ordained ministers elected after completing prescribed courses of study. |
| <input type="checkbox"/> A distinct religious history. | <input type="checkbox"/> Schools for the preparation of its ministers. |
| <input type="checkbox"/> A complete organization of ordained ministers ministering to their congregations. | <input type="checkbox"/> Sunday schools for the religious instruction of the young. |

As duly authorized officers of **(Insert Church Name Here)** , which operates the food program applying for membership at the Akron-Canton Regional Foodbank, we certify that this organization meets the requirements indicated for identification as a church and has not applied to the IRS for 501(c)3 status and been denied, or has had its 501(c)3 status revoked by the IRS.

In addition, we certify that above named organization accepts full and complete responsibility in regards to compliance requirements outlined in all agreement forms including fiscal responsibility of the food program.

Signed by Chief Executive(s) or Senior Pastor(s):

Name, Title and Date

Name, Title and Date

Name, Title and Date

Akron-Canton Regional Foodbank 2011 Membership & Liability Agreement For Reference Only



In order to receive food and draw upon the resources of the Akron-Canton Regional Foodbank,
_____, account _____ agrees to and will comply
with the following criteria:

The agency named above:

1. Is an established 501(c)(3) charity or legal equivalent as recognized under the Internal Revenue Code 170(e)3 and serves the needy, ill, infants or children.
2. Will use the items from Akron-Canton Regional Foodbank only in a use related to the agency's exempt purpose and solely for the feeding of the needy, ill or infants and children.
3. Will utilize employees or volunteers having sufficient training and experience in the evaluation, handling, and preparation of donated items to safely and properly judge the quality of donated items.
4. Accepts full responsibility for the purity and fitness for consumption of all items accepted.
5. Will ensure the safe and proper handling of the items supplied by the Akron-Canton Regional Foodbank and conform to all local, state and federal regulations.
6. Will serve the product as soon as possible to provide maximum palatability and freshness.
7. Will ensure that the Akron-Canton Regional Foodbank has proper documentation that a current staff member and/or volunteer with the program have completed Foodbank approved food safety training.
8. Understands that the original donor, Akron-Canton Regional Foodbank and Feeding America have specifically disclaimed any warranties or representations, expressed or implied, as to the purity or fitness for consumption of any or all donated items.
9. Understands that all items are accepted in "as is" condition.
10. Releases the original donor, Akron-Canton Regional Foodbank and Feeding America from all liability resulting from the condition of the received product and further agrees to indemnify and hold the original donor, the Akron-Canton Regional Foodbank and Feeding America harmless against any and all liability, damage, losses, claims, or causes of action in connection with the storage or use of the received product.
11. Acknowledges that it shall be liable for any damage done by its agents to Akron-Canton Regional Foodbank property and it shall hold the Akron-Canton Regional Foodbank harmless against any and all liability, damage, losses, claims or causes of action in connection with loading, unloading or transportation of the product.
12. Provides food directly to clients for free in the form of meals or groceries in emergency situations or as a supplement to their needs and we will provide these services with regularly scheduled days and times.

Akron-Canton Regional Foodbank 2011 Membership & Liability Agreement For Reference Only



13. Will post days and times of operation in a visible location for potential clients.
14. Will adhere to any additional donor stipulations placed on the items received from the Akron-Canton Regional Foodbank when applicable.
15. Will sign and abide by the USDA & Ohio Commodities Agreement if eligible to receive these commodities from Akron-Canton Regional Foodbank.
16. Will keep adequate client records and maintain a copy of all Akron-Canton Regional Foodbank invoices for a period of three years. These records will be kept on site and are subject to review by representatives of Akron-Canton Regional Foodbank, food donors and appropriate government agencies.
17. Will provide the Akron-Canton Regional Foodbank with required monthly statistics report by the 10th of each month for all food services provided during the prior month and any other information that may be requested.
18. Will allow for an annual compliance inspection by an Akron-Canton Regional Foodbank representative and any additional compliance inspections as needed.
19. Will maintain a minimum account activity by ordering at least two times per year and understand that missed appointments may result in the suspension or termination of the account.
20. Will support the Akron-Canton Regional Foodbank through a minimum shared maintenance fee of \$200 annually for products received and will keep agency's Foodbank credit account current by maintaining a 30 day cycle on all outstanding invoices.
21. Will send a representative to all Akron-Canton Regional Foodbank meetings, workshops, etc., according to availability of staff/volunteers to attend.
22. Will ensure that none of the food is provided, distributed, or given to volunteers in exchange for service. Volunteers may receive food if they are eligible under the agency's program eligibility criteria and they are not provided special treatment or extra food compared to other clients.
23. Will notify the Akron-Canton Regional Foodbank in writing of any major changes in our program, including location, leadership, times and days of operations, and services and billing changes.
24. Will **NOT** require money, services, or participation in additional activities, from clients for food received from Akron-Canton Regional Foodbank.
25. Will **NOT** require or coerce clients into participating in prayer or attending religious services as a contingency to receive food.
26. Will **NOT** engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, sex, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity, unfavorable discharge from the military or status as a protected veteran.

Akron-Canton Regional Foodbank 2011 Membership & Liability Agreement For Reference Only



27. Will **NOT** offer for sale, sell, transfer or barter the items supplied by the Akron-Canton Regional Foodbank in exchange for money, other property or services, or otherwise allow the items to reenter commercial channels.
28. Will **NOT** direct food to other organizations.
29. Will **NOT** use "Foodbank" or the words "Food" and "Bank" together in the agency or program name.
30. Will **NOT**, under any circumstance, engage in conduct related to the Akron-Canton Regional Foodbank that may compromise or call into question the integrity or mission of the Akron-Canton Regional Foodbank. The above named agency acknowledges and agrees that the Akron-Canton Regional Foodbank may, in its sole discretion, terminate this Agreement at any time following any breach or default by the agency under this Agreement.

As an authorized and legally recognized agent of the above named agency, I have read, understood and agree to accept the conditions and criteria outlined in this Membership & Liability Agreement.

Akron-Canton Regional Foodbank 2011 USDA & Ohio Commodities Agreement For Reference Only



In order to receive USDA and Ohio commodities distributed by the Akron-Canton Regional Foodbank, _____ agrees to and will comply with the following criteria:

The agency named above:

1. Will sign and abide by both the Akron-Canton Regional Foodbank's current Membership & Liability Release Agreement.
2. Will provide an emergency food assistance program a minimum of once per month, and will not deny any eligible client access to this program on a monthly basis.
3. Will maintain a copy of the Ohio Food Programs Manual on site and will abide by these guidelines.
4. Will display prominently for all clients to be able to read the "And Justice For All" poster and current Income Eligibility Guidelines.
5. Agrees to accept and incorporate any changes to existing or new guidelines/policies that may be announced or published by the Ohio Department of Job & Family Services or the Foodbank.

In addition, if operating a food pantry program:

6. Will use the "Eligibility To Take Food Home" form, hereinafter referred to as Eligibility form, in the format provided by the Akron-Canton Regional Foodbank and will not modify the format in any way.
7. Will require seeing a photo ID to verify the client's personal information on the Eligibility form.
8. Will **NOT** collect, track or write any additional information on the client's Eligibility form, front or back and will not attach any other document to the form.
9. Will have clients sign and date an Eligibility form each time they receive food from the pantry.
10. Will change to the most current Eligibility form each year by the established deadline.
11. Will retain completed Eligibility forms on site for a period of three (3) years and will have all of the forms available for audit review and yearly inspections as requested by government representatives, donors and the Akron-Canton Regional Foodbank.
12. Understands that the agency may be asked to reimburse the State full cost of the USDA and state food received from the Akron-Canton Regional Foodbank if we fail to maintain Eligibility forms for a period of three (3) years.
13. Understands that if a records retention discrepancy is discovered during an audit review, the agency will be prohibited from receiving any federal or state funded food until the discrepancy is addressed and compliance is maintained for a period of six (6) months.
14. Will contact the Akron-Canton Regional Foodbank to arrange storage of all Eligibility forms in the event the agency/program closes, is discontinued or other circumstances prohibit on-site storage of records.