



Akron-Canton Regional Foodbank 2018 USDA & Ohio Commodities Agreement

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 the Akron-Canton Regional Foodbank's current Partnership & Liability 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 and abide by these guidelines as well as with the requirements of Title 7 of the Code of Federal Regulations (CFR) parts 247, 250 and 251 where applicable.
4. Will **NOT** refuse service to a client with Limited English Proficiency (LEP). LEP refers to individuals who do not speak English as their primary language and who have a limited ability to read, speak, write or understand English.
5. Will display prominently for all clients to be able to read the "And Justice For All" poster and current Income Eligibility Guidelines.
6. Will include in all public announcements and advertising for the food program a statement explaining that clients receiving food assistance must be income eligible based on current federal poverty guidelines.
7. Will separate in time or location any privately funded explicitly religious activities from any activities involving or supported by USDA and Ohio Commodities or any other form of direct Federal financial assistance.
8. 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.
9. Understands that this agreement can be terminated by either the agency or the Foodbank with a 30 day written notice.

In addition, if operating a Food Pantry Program:

10. Will use either PantryTrak or the paper "Eligibility To Take Food Home" form, hereinafter referred to as Eligibility form, in the format determined by the Ohio Department of Job and Family Services and will not modify the format in any way. This paper form will be provided to your agency by the Akron-Canton Regional Foodbank.
11. Will require asking to seeing a photo ID to verify the client's personal information in PantryTrak or on the paper Eligibility form.
12. Will **NOT** collect, track or write any additional information on the client's paper Eligibility form, front or back and will not attach any other document to the form.



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13. Will have clients sign and date an Eligibility form each time they receive food from the pantry.
14. Will change to the most current Eligibility form each year by the established deadline which is typically July 1 of each year.
15. Will retain any completed paper Eligibility forms on site for a period of five (5) 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.
16. 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 **five (5) years**.
17. 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.
18. 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.

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 USDA & Ohio Commodities Agreement.

(Program Contact Printed Name)

(Program Contact Signature)

(Date)

(Highest Authority Printed Name)

(Highest Authority Signature)

(Date)

(Agency Name)

(Account #)

(ACRF Rep Printed Name)

(ACRF Rep Signature)

(Date)

FOR OFFICE USE ONLY

Date Received: _____ Staff Member: _____

Date Copy Sent: _____ Mailed Faxed Emailed Copied Onsite