



Akron-Canton Regional Foodbank USDA and Ohio Commodities Agreement

Revised 2.18.2023

This is a USDA and Ohio Commodities Agreement (“Agreement”) between the Akron-Canton Regional Foodbank (“Foodbank”) and _____ [Organization/Church Name] (“Partner”) Partners of the Foodbank are unified by a common vision of a thriving community free of hunger. To receive USDA and Ohio Commodities from the Foodbank, the Partner agrees to and will comply with the following criteria.

The Partner named above:

1. Will sign and abide by the Foodbank’s current Partnership & Liability Agreement.
2. Will operate an emergency food assistance program a minimum of once per month and will not deny any eligible recipient access to this program a minimum of once per month.
3. Will post days and times of operation in a public location for potential participants. The minimum is a flyer visible from the exterior of the building.
4. Will include in all public announcements and advertising for the food program a statement explaining that recipients receiving food assistance must be income eligible based on current federal poverty guidelines.
5. Will not refuse service to a recipient 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.
6. Will separate by time or location any privately funded explicitly religious activities such as prayer or sermons from any activities involving or supported by USDA and Ohio Commodities or any other form of direct federal financial assistance.
7. Will display prominently for all recipients to be able to read the “And Justice For All” poster, current Income Eligibility Guidelines, Equal Opportunity is The Law poster, and, if Partner is faith-based, Written Notice of Beneficiary Rights poster.
8. 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.
9. 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.
10. Understands the Foodbank or the Partner may, in its sole discretion, terminate this Agreement at any time. In the event this Agreement is terminated or the program closes, is discontinued or other circumstances prohibit on-site storage of food, the Partner will return all USDA and State commodities to the Foodbank.

In addition, if operating a Food Pantry Program:

11. Will use either FreshTrak or the paper “Eligibility To Take Food Home” form (“Eligibility Form”) at every distribution in the format determined by the Ohio Department of Job and Family Services and will not modify the format in any way. No verification for proof of income, citizenship or number of household members can be requested or required.
12. Will ask to see a recipient’s photo ID at every distribution to verify the recipient’s personal information in FreshTrak or on the paper Eligibility Form.

13. Will not collect, track or write any additional information on the recipient's paper Eligibility Form, front or back, and will not attach any other document to the form.
14. Will have recipients sign and date FreshTrak or an Eligibility Form each time they receive food from the pantry.
15. Will change to the most current Eligibility Form each year by the established deadline which is typically July 1 of each year.
16. Will retain any completed paper Eligibility Forms on site for a period of 5 years and will have all the forms available for audit review and yearly inspections as requested by government representatives, donors and the Foodbank.
17. Will allow recipients who are unable to visit a TEFAP food pantry to designate a relative, friend or care-giver as their proxy for receipt of the food. The proxy must provide appropriate identification to receive the recipient's benefit and must provide a signature on the recipient's behalf.
18. Will not deny service for lack of a referral or an appointment. An individual, who walks into a food pantry requesting food must be served in the same manner as one with a referral or an appointment and, if applicable, be advised of the appropriate geographic location for future service.
19. May ask the recipient to fill out additional information for the purpose of obtaining other resources within the same program. This must be conducted separately, therefore making the recipient aware that two separate processes/resources are taking place.
20. Understands that if a records retention discrepancy is discovered during an audit review, the agency may be prohibited from receiving any federal or state funded food until the discrepancy is addressed and compliance is maintained for a period of 6 months.
21. Will return all Eligibility Forms to the Foodbank in the event this Agreement is terminated or the program closes, is discontinued or other circumstances prohibit on-site storage of records.
22. Acknowledge and agree that Ohio law shall at all times govern the interpretation, enforcement and meaning of this Agreement.

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

This is a sample for review purposes only. Please sign the digital version as instructed in the email.