



Shared Responsibility Memorandum of Agreement (MOA) for Distribution of Commodity Supplemental Food Program (CSFP)

Between Hawaii Foodbank, Inc. (HFB)

And

This Memorandum of Agreement (MOA) is executed by and between Hawaii Foodbank, Inc. (HFB) and _____ (Partner Agency). This agreement specifies the rights and responsibilities of HFB and the Partner Agency as participants in the Commodity Supplemental Food Program (CSFP).

Rights and Responsibilities of HFB

HFB agrees to:

- Receive and store CSFP commodity food.
- Prepare CSFP food boxes for the Partner Agency, in compliance with CSFP food box requirements.
- Provide nutrition education and information on the availability of other nutrition and health assistance programs in the prepared CSFP food boxes or to the Partner Agency for distribution to CSFP participants.
- Prepare and arrange monthly delivery of CSFP food boxes to the Partner Agency based on the Partner Agency's distribution location's eligible participant list and inventory.
- Ensure that all U.S. Department of Agriculture (USDA) foods are distributed to eligible participants without regard to race, color, national origin, sex, age, or disability.
- Monitor the Partner Agency's distribution of USDA foods according to CSFP requirements and do so during the Partner Agency's normal hours of operation.
- Ensure that the Partner Agency meets all local and State health and sanitary code requirements applicable to food storage, transportation and distribution.
- Ensure that all CSFP applicants are informed of their rights and responsibilities in the program.

- Review received applications for eligibility, enter applications into the Link2Feed database, if the Partner Agency is unable to do so, mail required eligibility or ineligibility forms with distribution location to applicants and provide waiting list, if applicable.
- Provide required documents and training to the Partner Agency prior to distribution on Link2Feed.
- Notify the Partner Agency of their right to appeal any adverse action, in accordance with CSFP requirements.
- Respond to the Partner Agency's inquiries promptly, in accordance with CSFP requirements.
- Provide program training to the Partner Agency, including Civil Rights Training, with oversight by the State of Hawaii, Department of Labor and Industrial Relations, Office of Community Services (OCS).
- Maintain records of all applicable employees and volunteers, of both HFB and Providers, that have completed Civil Rights Training
- Submit required monthly reporting forms to OCS every month.

Rights and Responsibilities of the Partner Agency

The Partner Agency agrees to:

- Distribute and collect applications from CSFP applicants.
- Send HFB all original application documents through email, fax or mail within two (2) working days of receipt or enter all original application documents into Link2Feed within two (2) working days of receipt. Applications must include name, address, and eligibility criteria (i.e. age, household income requirement, etc.).
- Notify applicants of eligibility or ineligibility within 10 days from date of application.
- Notify participants in writing at least 15 days before the expiration date of that eligibility for the program is about to expire.
- Conduct recertification of eligible participants during October of each year and have eligible participants reapply for CSFP during April of each year.
- Conduct program outreach.
- Notify CSFP applicants and participants of their right to a fair hearing, as applicable.
- Notify HFB of any complaints by CSFP applicants and participants.
- Complete all required documentation and training prior to start of distribution. Requirements include:
 - Execution of CSFP MOA;
 - Civil Rights Training;
 - Food Safety Certification; and,
 - Link2Feed Training (electronic software).

- Maintain records of all applicable employees and volunteers that have completed Civil Rights Training.
- Receive and distribute CSFP food boxes based on the Partner Agency's distribution site's certified participants list and in accordance with the rules and regulations of the CSFP program.
- Reporting to HFB in writing of any loss resulting from improper distribution, or improper storage, care or handling of commodities.
- Ensure that all food boxes are distributed to CSFP participants without regard to race, color, national origin, sex, age or disability.
- Ensure that CSFP participants do not receive more than one food box each month.
- Require participant or proxy to provide a valid form of photo identification and sign receipt form or list to acknowledge receipt of supplemental food box.
- Develop a process to include one or more options: calling participants to remind them to pick up; designate a secondary distribution time; call participants on the waitlist; have new and/or waitlisted applicants wait until the end of distribution and provide them a box if they qualify or ask anyone else if they want to apply and certify them on-site.
- Notify HFB immediately if a CSFP participant fails to visit a distribution site for two consecutive months.
- Provide nutrition education, information on the availability of other nutrition and health assistance programs and any other materials relating to the CSFP program from HFB, including CSFP participant surveys, to CSFP participants.
- Prominently display the USDA nondiscrimination poster "And Justice for All" and any other program notices, provided by HFB, on CSFP distribution days.
- Submit to HFB the original Monthly Signature List within two (2) business days of the last box to be distributed and the Monthly Inventory Report on the last day of the month unless the last day of the month falls on a holiday or weekend, then the list and report will be due on the first business day of the next month.
- Participate in periodic mandatory CSFP Partner Agency meetings and trainings, as required.
- Comply with all local and State health and sanitary code requirements applicable to food storage, transportation and delivery. If boxes will not be stored at Partner Agency's location, to notify HFB within one (1) business day of the end of the distribution to make arrangement to pick up remaining boxes.
- Prohibit certain activities, such as requiring CSFP participants to join an organization or participate in religious activities that are unrelated to the distribution of USDA foods at distribution sites.
- Maintain the confidentiality of CSFP participants' household information.
- Maintain accurate and complete records of CSFP program and participant data in a secure location for no less than three (3) years, as required by HFB.
- Participate in quarterly inventory and monitoring visits by HFB.

- Allow representatives from HFB, OCS, and USDA to review site operations and records. HFB will contact the Partner Agency to set monitoring visit date(s).
- Provide feedback and participate in surveys to improve the CSFP program. Any complaints by the Partner Agency should be submitted in writing to HFB.

Civil Rights Compliance

Include the USDA nondiscrimination statement, in full, on all forms of communication to the public publicizing the CSFP program and eligibility requirements. This includes all materials advertising the Partner Agency's distribution of the CSFP food boxes.

HFB and the Partner Agency mutually agree to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), the Age Discrimination Act of 1975 (P.L. 94-135), and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice (28 CFR Parts 42 and 50), and directives or regulations, to the effect that, no person in the United States shall, on the grounds of race, color, national origin, age, sex, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the program applicant received Federal financial assistance from the Department; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

Termination of Agreement

The Partner Agency may terminate this agreement by giving at least 60 days written notice to HFB. Otherwise this agreement remains in force until superseded by either addendum or a new agreement. HFB may cancel this agreement immediately upon receipt of evidence that the terms and conditions thereof have not been fully complied with, by notice in writing. Subject to notice of termination of the agreement, the Partner Agency agrees to comply with the instruction of HFB either to (a) return all remaining inventories of CSFP commodities in its possession or control to HFB or (b) to relinquish and transfer possession of those CSFP commodities to such other organizations as HFB shall designate and transmit such reports as are required by HFB to record final disposition of such inventories. The Partner Agency may be held accountable for any losses, occurring prior to the date of termination, which may be revealed in a final closing audit of the Partner Agency's operations.

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Acknowledgement

I hereby certify that I have read and understand this agreement and that I will ensure compliance with the duties and responsibilities set out in this Memorandum of Agreement and will provide services in accordance with 7 CFR Part 247, 7 CFR Part 250, other appropriate Federal regulations, and the CSFP State Plan.

Authorizing Signature _____
(Executive Director, Board President, Sr. Pastor, Feeding Program Manager)

Print Name _____

Title: _____ Date: _____

Authorizing Signature _____
(Hawaii Foodbank Representative, Director, Vice President, President)

Print Name _____

Title: _____ Date: _____