

Memorandum of Understanding

Grab n' Go Program

Introduction:

The Grab n' Go program by Feeding America Riverside San Bernardino (FARSB) has a mission to alleviate child hunger in Riverside and San Bernardino Counties. Located strategically on school district grounds, it offers convenient access to food for low-income students and their families.

Every year, FARSB eagerly seeks out partnerships with schools and districts, driven by our shared vision to make a substantial difference in ending hunger across the region. We are committed to providing unwavering support to our partner districts while upholding high standards of communication and cooperation to meet each community's unique needs.

Recognizing the importance of interagency communication, interoperability, and cooperation, FARSB has developed a comprehensive set of procedures and requirements. These guidelines are designed to ensure the success of our collaborative efforts, making a meaningful impact in the fight against child hunger in our communities.

Definitions:

Grab n' Go - The designated name of the program.

Free resources - Resources provided at no cost, including assistance with CalFresh applications, registration for other FARSB programs, and additional non-food items.

Testimonial - A written statement from a Grab n' Go participant detailing their experience with the program.

Promotional material - Flyers, banners, and merchandise used for essential community outreach.

Policies and Procedures - Established rules or guidelines to be followed.

Recordkeeping - The systematic maintenance of activity histories.

Self-declarations of need - Statements from clients attesting to their circumstances.

Fresh produce - Farm-grown crops, including fruits and vegetables.

Sub-Distribution - The distribution of food to any third party not approved by FARSB.

Responsibilities of the School/ School District/ Volunteers:

1. Assign a school representative to serve as the designated Grab n' Go Site Coordinator for overseeing each distribution. Their duties include client registration, providing on-site support to FARSB staff, and serving as the primary point of contact.
2. Ensure at least one representative receives food safety training and holds a county-issued food handler's card.

3. Provide FARSB staff with the day and time of the monthly distribution and promptly update any changes.
4. Ensure the efficient distribution of all food items, excluding waste/spoiled food.
5. Store Grab n' Go food at least six inches off the floor and four inches away from any walls. The designated storage area must be secure and comply with all food safety regulations.
6. Store Grab N' Go food in a secure, sanitary, and temperature-controlled place; away from cleaning materials and toxic chemicals.
7. Supervise proper disposal of waste in designated trash receptacles to maintain cleanliness and organization throughout the distribution process.
8. Authorize and approve additional free resources necessary for food distribution purposes.
9. Offer a pre-approved distribution space and remain flexible to accommodate staff requests for a location change when necessary.
10. Submit at least one testimonial and three distribution photos to FARSB per quarter, highlighting the positive impact of the Grab n' Go program.
11. Ensure that all promotional materials include FARSB's complete name (Feeding America Riverside | San Bernardino), logo, and program title (Grab n' Go).
12. Allow FARSB staff to conduct CalFresh outreach during food distributions to provide additional support and resources to the community.
13. Provide janitorial staff to assist in clean-up as needed; ensuring the distribution area remains orderly and hygienic.
14. Safely store pallets and crates until they are picked up by FARSB staff.
15. Adhere to FARSB's policies, procedures, and recordkeeping requirements.
16. Provide the following monthly data to FARSB by the **5th of each month**:
 - a. Number of households served
 - b. Number of Individuals served
 - c. Number of students under 17 served
17. Implement a procedure to ascertain whether the final recipient of Donated Product meets criteria such as being ill, needy, or an infant, using self-declarations of need or other intake processes (refer to Appendix III).
18. The school district commits to implementing appropriate administrative and technical measures to safeguard individual privacy, data confidentiality, and security.

Responsibilities of Feeding America Riverside | San Bernardino:

1. Provide a specified quantity of backpacks every month.
2. Whenever possible, FARSB will incorporate fresh produce into the supplied backpacks.
3. Provide robust staff management for the program, coupled with consistent ongoing support.

4. Facilitate community connections to external resources, including CalFresh and other programs offered by Feeding America Riverside | San Bernardino. These efforts extend beyond backpack distribution to address diverse community needs.

Guidelines for Utilizing Food from Feeding America Riverside | San Bernardino:

- Receive, store, transfer, use, and handle products safely and properly in accordance with applicable law.
- Adhere to Section 170(e)(3) (Appendix I) and other requirements governing the use and distribution of Donated Products.
- Ensure that food is not exchanged or transferred for money, property, or any other services.
- Conduct the distribution of food entirely free of charge.
- Refrain from discriminating in the provision of service against any person based on race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation, including gender identity or expression, unfavorable discharge from the military, status as a protected veteran, or as otherwise prohibited under the current USDA nondiscrimination statement (Appendix II).
- Obtain prior written agreement from the Food Bank before engaging in the Sub-Distribution of Products received from the Food Bank.

The School District is prohibited from:

- Using any non-food Donated Product for their operations or upkeep.
- Using any Donated Product for business meetings, including committee meetings and other functions where business is conducted.
- Using Donated Product for fundraisers or events.
- Consuming any Donated Product (food or non-food), including beverages, by staff or volunteers during assigned duties.
- Using Donated Product to compensate or provide incentives to staff or volunteers.
- Repackaging any product received from FARSB for distribution.

Conditions and Stipulations:

- This agreement is entered into voluntarily by both parties.
- The term of this agreement shall be the 2024 – 2025 school year.
- Either party may terminate this agreement by providing notice to the other party at any time.
- FARSB retains the right to conduct regular on-site monitoring of any distribution site to ensure compliance with this agreement. Non-compliance may result in FARSB terminating the agreement without prior notice.
- FARSB reserves the right to restrict the types and quantities of food provided to the site.

Regarding a waiver of liability for damage or injury, the school and School District agree to:

The school district agrees to indemnify, defend and hold harmless its officers, Directors, employees, agents, affiliates, attorneys, successors, and permitted assigns against any and all losses, damages, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees (collectively, the "Losses"), that are incurred by arising out of any third- party claim relating to the donations, including, but not limited to food recall and other food safety issues, negative reputation effect, and any other legal and/or medical liabilities, including an injury to or death of an ultimate user or recipient, resulting from the donations, whether or not such claim arises from any alleged act or negligence of or its related parties; provided, however, that the school district indemnifications obligations hereunder shall not apply to Losses arising from the gross negligence or intentional misconduct of FARSB.

1. At its sole expense, to defend FARSB in any litigation involving any such liabilities or claims referred to above. In the event the school and school district fails to do so, the FARSB may defend the same and may, after that, collect from the school and school district all costs and expenses incident to the defense thereof or the settlement of any such claims or liabilities or the payment of any judgments, costs, attorney's fees, and expenses incident to it.

Regarding waiver of liability relating to the donated product, the school and school district agree that:

1. FARSB and the original donor disclaim all implied warranties or merchantability and fitness of any product (food or non-food) for a particular use.
2. FARSB and Feeding America offer no express warranties in relation to the Donated Product.
3. To release FARSB and Feeding America from any liabilities resulting from Donated Products.
4. FARSB and Feeding America hold harmless and indemnify FARSB and Feeding America from any claims or obligations.

This agreement is binding from the date of signature until termination by either party. I accept and agree to abide by all the above terms and conditions.

_____	_____
Print the name of School and/or School District	Date

_____	_____
Print the name of School and/or School District Representative & Title	Date

_____	_____
Signature of School and/or School District Representative	Date

_____	_____
Name of FARSB Representative	Date

_____	_____
Signature of FARSB Representative	Date

Appendix I

Policies and Procedures of IRS Code 170(e)(3)

IRS Code 170(e)(3) defines the tax deduction that donors are eligible to receive if the donation is used according to the regulations, defines the organizations eligible to receive those donations, and defines allowable uses of those donations.

First and foremost, these policies are designed to protect our food distribution partners and ensure they comply with federal Internal Revenue Service regulations relating to the use of donated products. This includes food received from Feeding America Riverside San Bernardino Food Bank (FARSB), Direct Retail Programs, and/or any other program where an agency obtains food via a FARSB relationship.

These policies help us assure our donors that donated products are truly being used in the manner they intended. FARSB carefully monitors agencies and is very serious about preventing misuse of donated products.

I. IN-HOUSE USE OF DONATED PRODUCTS

a. Operational Use of Non-Food Products

Program distribution partners will not use any Food Bank products in the operations, upkeep, or support of its food distribution programs.

b. Volunteer

Program distribution partners will not use any Food Bank products for onsite volunteer or staff consumption.

c. Meeting Use

Program distribution partners will not use any Food Bank products for business meetings such as Board of Director's meetings, committee meetings, agency meetings, and other functions where agency-related business is conducted.

d. Use by Staff or Volunteers:

Donated products may not lawfully be used to compensate staff and/or volunteers. Program distribution partners that wish to provide Food Bank products to staff and/or volunteers in need must use the same criteria that are used to determine the eligibility of any client.

e. Tasting and Testing

Program distribution partners may permit staff/volunteers to consume or prepare onsite donated goods to:

- Become more familiar with them (to be in a better position to advise agencies/clients as their uses).
- Discover new ways in which they can be used (to be in a better position to advise agencies/clients).

- Test their fitness for consumption (as they near or pass the code date, for example).

In the above instances, uses of donated products must, by law, be “incidental to the primary use in the care of the ill, needy or infants” and may not lawfully constitute “pay” and/or compensation to any staff and/or volunteers. In other words, donated products are intended for the care of the ill, needy, or infants, and any incidental use should be limited and related to the primary purpose of your program.

The program distribution partner Board, staff, and volunteers should be made aware of these policies and procedures in addition to the potential for abuse and the importance of periodic review of control procedures.

f. Fundraising Events

Donated products will not be used for fundraising either as prepared food (such as spaghetti dinners or bake sales) or as “prizes.”

II.DISPOSAL OR DISTRIBUTION OF UNUSABLE FOOD DONATIONS

The program distribution partner will make all reasonable efforts to distribute donated products in accordance with IRS Code 170 (e)(3) before they become unfit for human consumption. Products that cannot be distributed for human consumption are no longer subject to IRS Code 170(e)(3) regulations.

III. CLIENT ELIGIBILITY

a. Guidelines

Program distribution partners will develop and observe policies and procedures that reasonably assure primary service is being provided to eligible persons. Client eligibility is subject to the non-discrimination clause as stated in the Agency Agreement. The Food Bank strongly recommends that eligibility be determined by self-professed need only. FARSB discourages program distribution partners from requiring and storing sensitive client information (i.e. social security numbers, driver’s license numbers, etc.)

b. Labor Disputes / Forced Furloughs

Program distribution partners that wish to provide Food Bank products to persons rendered needy by labor disputes, temporary reduction of wages, or forced furloughs must use the same criteria for determining the eligibility of any client.

c. Purchased Product Client Distribution Programs and Donated Product

Due to the absolute necessity of assuring compliance with IRS Code 170(e)(3), FARSB does not recommend selling purchased products to clients. IRS Code 170(e)(3) strictly prohibits donated products from being sold, exchanged, or bartered and stipulates that donated products may only be given to qualified individuals. The distribution of donated products with the selling of

purchased products may be easily misinterpreted as donated products being sold and/or given to those who do not qualify to receive the product.

IV. AGENCY ELIGIBILITY

a. Agencies Distributing to Other Agencies

Program distribution partner, regardless of how they receive the donated product (i.e. directly from the Food Bank, through the store donation pick-up program, excess mobile pantry product, etc.) will only distribute donated products to eligible clients. Partner agencies will not distribute donated products to other Food Bank partner agencies, non-Food Bank partner agencies, organizations, or business entities.

b. Primary vs. Incidental Use/Self-Evident Need

Program distribution partner operating onsite meal programs where ineligible (non-needy) persons may consume the product will establish policies and procedures to ensure that the primary purpose of the program is service to the “ill, needy or infants,” as defined by IRS Code 170(e)(3).

c. Religious Evangelizing

The main purpose of distributing donated products to eligible individuals will be done regardless of religious preference. Any religious activity must be separate and distinct from food distribution and cannot be discriminatory, oppressive, or taxing to the client. Religious activities are allowed but must not take place before eligibility is determined and must not be a requirement to receive food assistance.

d. Voluntary Contributions

Due to the absolute necessity of assuring compliance with IRS Code 170(e)(3), the program distribution partner will not utilize contribution canisters, envelopes, or similar means of solicitation in the vicinity of food distribution areas to encourage clients to contribute to the program.

Appendix II

USDA nondiscrimination statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.



Sample Sign-in Sheet

	CHILD'S FIRST NAME	PARENTS FIRST NAME	PARENTS LAST NAME	NUMBER OF PEOPLE IN THE HOUSEHOLD	I self-certify that I fall within one of the following categories: ill, needy, or an infant.	PARENT SIGNATURE
1					Yes NO	
2					Yes NO	
3					Yes NO	
4					Yes NO	
5					Yes NO	
6					Yes NO	
7					Yes NO	
8					Yes NO	