

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is between [REDACTED] Community Dining Program, and [REDACTED].

In recognition of the need to establish and maintain a social and nutritional program for low-income elderly citizens in the [REDACTED], and in recognition that [REDACTED] has been granted governmental financing which will be available to contribute to the cost of such activities, it is hereby agreed that [REDACTED] Community Dining Program, herein designated as "**Community Dining**" and [REDACTED], herein after designated as the "**Site**", will work for the greater good of the community.

For these reasons, Community Dining and the Site agree to the following:

1. The Site will manage and administer a culturally appropriate meal program. The site will welcome and enroll all interested, eligible seniors to the program. The enrollment process will include informing the member of the available resources, help with translation to include verbal translation assistance to participants, and gathering demographic information, concerns, needs and interests of the senior. Seniors are given an opportunity to request assistance with health, social and dietary needs.
2. The Site agrees to provide facilities at the _____ for meal service, X days a week serving lunch to the local low income immigrant adults in a social gathering set up.
3. The Site will ensure that all program requirements are met, subcontracts or memorandum are appropriate and all funds are managed with **Generally Accepted Accounting Principles**. All program expenses must be documented and direct food costs tracked separately. The site will send an Income-Expense report that reflects this monthly via the provided Income/Expense Excel spreadsheet by the 20th of following month. All original documentation will be maintained by the site and available for review by [REDACTED] staff and auditors.
4. The Site staff will be supervised by the [REDACTED] Dietician. The staff will supervise volunteers who support the hot lunch program and be responsible for food preparation, cooking, sign in, donation collection, data collection and entry, and clean up. The [REDACTED] Dietician will work with the Site staff and volunteers at the host site on a range of issues, including, but not limited to food safety, food storage, food waste, and nutritional standards.
5. The Site Coordinator/ staff will review and abide by the [REDACTED] Department and Health [REDACTED] and found at: [REDACTED], with support by the [REDACTED] Dietician.
6. The Site agrees to use or develop menus that comply with the Older Americans' Act funding requirements by consulting with [REDACTED] Dietician for menu approval.
7. The Site shall purchase, prepare, cook and serve meals for the lunch program. Community Dining will pay \$X.XX per approved meal served and this amount shall also include the cost of labor, supplies, milk and transportation to procure meal materials.
8. It is agreed that the responsibility of labor costs will be paid by Community Dining to employ a Site Coordinator/ Chef at the Site for a maximum of X days a week at Y hours a day @\$XX.XX/hr. Any hours worked beyond the weekly total of ZZ hrs. will be the responsibility of the Site to pay.
9. All meal reimbursement amounts should go towards the food, supply, maintenance & improvement of Community Dining Program. Site should keep all expenditure records to

demonstrate this during [REDACTED] annual assessment/audit and provide monthly total expenditure information to Community Dining every month (Ref: #3 above).

10. The site will cooperate with donation collection procedure and policies set by Community Dining. The Site may request a suggested donation of \$X.XX per eligible meal. Following the Cash handling policy with 2 staff/volunteer count the money and initial, the Site can keep the donation for the meal program use purpose only. Food stamps can be offered too.
11. The Site will keep the Kitchen permit/DFDO status current and file documents during audit. The Status should be updated annually by the Site in a timely manner.
12. The Site will be responsible for collecting the Fire Inspection Report annually.
13. The Site will bill Community Dining for eligible and ineligible meals. Upon receipt of the bill, Community Dining will submit it to [REDACTED] Accounting department for payment. Accounting will process the bill within a week.
14. Community Dining shall be represented in the overall management of said food service operations by the [REDACTED] Dietician, who shall have the right and authority:
 - a. To develop and supply to the Site, specifications for the food to be purchased by the Site for the Community Dining's food service operations.
 - b. To inspect the purchased food to determine compliance with the purchase specifications and to reject food not meeting such specifications.
 - c. To have access to the Site's purchase records bearing upon the food purchased for the Community Dining program to review and audit, as necessary.
 - d. To supply or approve the menus and recipes for meals and other food to be served so as to ensure compliance with the U.S. Department of Health and Human Services and [REDACTED] meal requirements.
 - e. To inspect at any time food preparation, storage and service areas to determine the adequacy of the prep and service sites' cleaning and sanitation practices.
 - f. To determine the adequacy of the Site's storage practices and record keeping so as to ensure the safekeeping of all food.
15. The Site shall comply with all federal, state, and local laws and regulations, as they may be amended, governing the preparing, handling, and serving of food, and shall procure and keep in effect all licenses, permits, and food handler's cards as are required by law, and shall post such permits, notices, and cards in a prominent place within the food service areas, as required, and submit to Community Dining program staff. Food Worker Cards are required for staff and volunteers who are helping prepare, package, or serve food, are in direct contact with unpackaged food, food equipment or utensils, dishwashing, or in contact with any surface where food is prepared ([REDACTED] Food Code). The card can be obtained online at [REDACTED]
[REDACTED]. For the meal program Volunteers – [REDACTED] will reimburse the site for invoices submitted for the cost of these cards providing it is for a regular active volunteer working a minimum of 3 hours weekly.

16. All records of the Site bearing upon food service operations shall be maintained by Community Dining and/or the Site and shall be made available to Community Dining upon request. The Site shall maintain any additional records Community Dining may request to meet the requirements of the Community Dining Program. All such records shall be kept on file for 6 years after the end of the Federal fiscal year to which they pertain. [REDACTED] CFO or representative and the auditors of the U.S. Department of Health and Human Services and the U.S. Government Accountability Office, upon request, shall have access to all such records for audit or review at a reasonable time and place. Authorized representatives of Community Dining, the City of [REDACTED], the State Agency, and the U.S. Department of Health and Human Services shall have the right to conduct on-site administrative review of the food service operation.
17. The program will not remunerate stipends to the volunteers for their service. If the site wants to provide stipends, it should be kept separate from program expenses and there should be a consistent and clear way of tracking it. Any violation will be strictly assessed and the Site will be responsible to pay back.
18. The Site shall take initiative to contact local priority communities (rural/ great social and economic needs/ Limited English Speaking/disability/LGBT/Homeless) and focus populations (Black/African American/Hispanic/Latino/Native American/ Pacific Islander/ Asian/ Other Ethnic poor and low income adults/ non-English speaking) to inform them about the meal program and other activities offered with service details.
19. The Site will be responsible for outreach to aging adults reflecting a diverse community. Encouraging cross-cultural participation is desirable.
20. The term of this agreement shall be from _____ till _____.

This Memorandum of Agreement can be terminated with written notice by either party.