

Memorandum of Understanding

Contract Number: **xx-xxxxx**

This is a Subcontracting Agreement of the California Supplemental Nutrition Assistance Program Education (SNAP-Ed) Plan of the California Department of Public Health, the California Department of Social Services and the United States Department of Agriculture

between

Name of Contractor (Party A)

and

Name of Subcontractor Organization (Party B)

I. Purpose and Scope

The purpose of this Memorandum of Understanding (MOU) is to clearly identify the roles and responsibilities of each party as they relate to providing nutrition education to Californians participating or eligible to participate in the CalFresh, previously known as the Food Stamp Program in California.¹ California's Supplemental Nutrition Assistance Program Education (SNAP-Ed) is funded federally by the United States Department of Agriculture (USDA) and administered at the state level by the California Department of Social Services (CDSS) and the California Department of Public Health's (CDPH's) *Network for a Healthy California (Network)*.

The SNAP-Ed program is intended to provide nutrition education to low-income households. To support this goal, **Party A** and **Party B** will conduct nutrition education interventions to eligible families as described in their respective Scopes of Work. Allowable services are outlined in the USDA SNAP-Ed Plan Guidance located at the following link:

<http://www.cnpp.usda.gov/DGAs2010-PolicyDocument.htm>

Both **Party A** and **Party B** should ensure that program activities are conducted in compliance with all applicable Federal laws, rules, and regulations including Civil Rights and Office of Management and Budget (OMB) circulars governing cost issues.

II. MOU Term

The term of this MOU Agreement is the period within which the project responsibilities of this agreement shall be performed. The term commences October 1, 2011 and terminates September 30, 2012.

III. Party A Responsibilities

Party A shall undertake the following activities during the duration of the MOU term:

1. Ensure adherence of Party B to applicable federal and state laws and regulations and program guidelines.
2. Review and approve all documentation evidencing Party B's performance of services as set forth in the Scope of Work and monitor Party B's compliance with the MOU.
3. Provide training and technical assistance to Party B on promising practices and fiscal and programmatic rules and regulations.
4. Promptly reimburse allowable expenses according to the terms and conditions set forth in this MOU according to the following schedule: Insert payment timeframe.
5. Ensure that Party B's Scope of Work activities do not supplant existing SNAP-Ed efforts or funding.
6. Review Party B's audit report and, within six months of receipt, issue a management decision on any audit findings. Party A will also ensure that Party B takes appropriate and timely corrective action to remain in compliance with federal regulations.

IV. Party B Responsibilities

Party B shall undertake the following activities during the duration of the MOU term:

1. Provide nutrition education services as outlined in the approved Scope of Work and Budget Justification (attached).
2. Ensure that Federal Share is not used to supplant existing SNAP-Ed funds or activities.

3. Follow all relevant laws and regulations regarding documentation, reporting, use, etc. of these federal funds in accordance with OMB circulars A-122 and A-133 (for non-profits) or OMB circulars A-87 and A-133 (for State, Local, and Indian Tribal Governments) or OMB circulars A-21 (for Educational Institutions). <http://www.whitehouse.gov/omb/circulars/>
4. Furnish project management, contract administration and fiscal control services, including but not limited to:
 - a) Adherence to the approved Scope of Work and Budget Justification (attached).
 - b) Return of this MOU, with the required signatures, within 30 days of its receipt.
 - c) Preparation and submission of approved weekly time tracking forms for each employee charging personnel costs to the program.
 - d) Preparation and submission of _____ (quarterly or monthly) Federal Share invoices to Party A according to the following schedule:
 - a. Enter details re. deadlines, etc.
 - e) Preparation and submission of Activity Logs and Progress Reports as follows:
 - a. Enter details re. deadlines, etc.
 - f) Participation in trainings and meetings as requested by Party A.
 - g) Retention of all records supporting the contract for three (3) years after the end of the contract term. This requirement applies to fiscal records, reports and client information. Additionally, Party B agrees to make all records relating to the contract available upon request by Party A, the Network, CDSS and/or USDA. Any costs that cannot be substantiated by source documentation may be disallowed.
 - h) Return any funds necessary to repay USDA for any federal audit exceptions in which Party B has not complied with the requirements of this MOU and applicable state and federal regulations.
 - i) Submission of a copy of audited financial statements to Party A nine months after the year end. Party B agrees to provide access to auditors to determine compliance with federal regulations.

V. Parties A and B Agree to the Following Provisions:

1. Documentation Approval and Acknowledgements

Documents prepared by organizations using CDPH funding for external release, in print or other media, or via the Internet, must undergo appropriate review and approval prior to release. Documents prepared by CDPH contractors and subcontractors and intended for publication and distribution by an entity outside of CDPH must receive the necessary departmental approvals prior to publishing or distribution. Concurrent submission to the internal and external review processes is not permitted. Reviews may take up to thirty (30) working days. CDPH has identified the following category of documents intended for external release applicable to nutrition education:

Health Education/Communication

- One time, periodic, or occasional
- Provides factual information to the public or target audience to prevent disease or improve health status
- Conveys a specific public health message to a select target audience about a specific public health problem or program

Examples:

- Brochure
- Fact sheet
- Media campaigns and advertisements
- Newsletter
- Fotonovela
- Press release or other press materials
- Public Service Announcement
- Social Networking – Facebook, Twitter, etc.

Materials, whether newly developed or reprinted, must include an appropriate acknowledgement/funding statement. See the *Network Branding Guidelines Manual* at <http://networkforahealthycalifornia.net/Library/docs/BrandingGuidelinesManual.pdf> for information on approved acknowledgement/funding statements and which types of materials should carry which version of the statement. For materials not listed, contact **Party A** for guidance on which statement is appropriate.

Whenever possible, the *Network* logo should be displayed prominently on all materials produced with *Network* funds. This includes flyers, Web pages, PowerPoint presentations, printed publications, or any other documents. *Network* logos are available in English, Spanish, black and white, color, and in different electronic file formats online in the *Resource Library* (www.networkforahealthycalifornia.net/Library).

2. Encryption of Computers and Mobile Devices

All computers and/or mobile IT devices purchased with *Network* funds and used to conduct State business must have encryption and anti-virus software installed that meet the minimum CDPH requirements as detailed in Exhibit I of the contract between CDPH and **Party A (attached)**. **Party B's** invoices may be held until installation of encryption software is verified by CDPH.

3. Special Terms and Conditions

Party A and Party B shall follow all relevant and applicable regulations as specified in the CDPH "Special Terms and Conditions", also known as Exhibit D(F). These may include, but are not limited to:

- Travel and Per Diem Reimbursement – unless otherwise specified, Party A and Party B will be reimbursed for travel and per diem expenses at rates established by the California Department of Personnel Administration.
- Subcontract Requirements – as it relates to securing bids for subcontractor services and subcontractor selection approval.
- Lobbying Restrictions – for contracts and subcontracts that equal or exceed \$100,000 in Federal Share.
- Intellectual Property Rights – except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property which result directly or indirectly from this Agreement.

VI. Funding

1. Federal Share SNAP-Ed funding shall not be used to supplant existing nutrition education funds or activities during the term of the contract.
2. **Party B** shall provide Federal Share budget documentation as requested by USDA, CDSS, CDPH or **Party A**.
3. Program activities shall not supplant existing nutrition education programs, and where operating in conjunction with existing programs, enhance and supplement them.
4. Funding for each federal fiscal year is subject to approval by USDA. If full funding does not become available, CDPH will amend, reduce or cancel the resulting agreement. Continuation of services beyond the first fiscal year is subject to **Party A and Party B's** continued successful performance.

VII. Modification and Termination

1. This agreement may be cancelled or terminated without cause by either party by giving (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment invoicing instructions/requirements.
2. Any and all amendments must be made in writing and must be agreed to and executed by the parties before becoming effective.
3. It is mutually agreed that if the Federal Budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State and **Party A** shall have no liability to pay any funds whatsoever to **Party B** and **Party B** shall not be obligated to perform any provisions of this Agreement for which they are not reimbursed.
4. If funding for any fiscal year is reduced or deleted by the Federal Budget for purposes of this program, the State and **Party A** shall have the option to either cancel this Agreement with no liability occurring to the State or **Party A**, or offer an agreement amendment to **Party B** to reflect the reduced amount.

VIII. Effective Date and Signature

This MOU shall be effective upon the signature of **Party A and Party B** authorized officials. It shall be in force from **October 1, 2011 to September 30, 2012**. **Party A and Party B** indicate agreement with this MOU by their signatures.

Signatures and dates

[Authorized signature from **Party A**]

[Authorized signature from **Party B**]

[Insert name of **Party A** signatory]

[Insert name of **Party B** signatory]

Date

Date