

## Memorandum of Understanding

CalFresh Outreach Program FFY 2015-2016

Contract Number: xx-xxxxx

CFDA No: 10561 (State Administrative Matching Grants for Supplemental Nutrition Assistance Program)

This is a Subcontracting Agreement of the California CalFresh Outreach Plan of 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)**

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### 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 outreach for improved access to the Supplemental Nutrition Assistance Program (SNAP), also known as the CalFresh Program in California.<sup>1</sup> California's CalFresh program 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).

The CalFresh Program is intended to help inform low-income households about the availability, eligibility requirements, application procedures and benefits of the CalFresh Program. To support this goal, **Party A** and **Party B** will conduct CalFresh outreach to eligible families as described in their respective Scopes of Work. Allowable services are outlined in the USDA SNAP State Outreach Plan Guidance located at the following link:

<http://www.fns.usda.gov/snap/outreach/guidance/stateplan.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.

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<sup>1</sup> On October 1, 2008, the Food Stamp Program's federal name became the Supplemental Nutrition Assistance Program (SNAP). States are allowed to call the program by different names and in California, SNAP is now known as CalFresh.

## 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, 2014 and terminates September 30, 2016.

## 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 CalFresh outreach 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 CalFresh outreach services as outlined in the approved Scope of Work and Budget Justification ([attached](#)).
2. Ensure that no funds being used as "State Share" under this MOU are federal funds or are being used as a match for any other federal funds and that the reimbursed funds do not duplicate reimbursement of costs and services received from other sources.

3. Ensure that Federal Share and State Share are not used to supplant existing CalFresh funds or activities.
4. 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/>
5. 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 to CDSS, with the required signatures, within 30 days of contract effective date.
  - c) Preparation and submission of approved weekly time tracking forms for each employee charging personnel costs to the program.
  - d) Preparation and submission of \_\_\_\_\_ monthly State Share Documentation Reports and Federal Share invoices to Party A according to the following schedule:
    - i. Enter details re. deadlines, etc.
  - e) Preparation and submission of Activity Logs and Progress Reports as follows:
    - i. 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, 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. Special Terms and Conditions

### General Requirements

- a) Party B shall comply with the guidelines for the development of all materials as outlined in the CalFresh Outreach Operations Manual available at <http://www.cdss.ca.gov/calfreshoutreach/>.
- b) The Contractor agrees to identify itself as a CalFresh Outreach Subcontractor on its organization's website. Any website content must be approved by Party A before publication.
- c) Party B agrees to cooperate with Party A in data collection related to evaluation of program effectiveness as requested in the manner, format, and timeline prescribed by Party A. Data may include demographic descriptions of the population served, audience reached, CalFresh outreach efforts broken down by County, and additional measures of program effectiveness. The data shall be submitted in a form prescribed by Party A.
- d) The Contractor agrees to cooperate with Party A by participating in training and technical assistance provided by Party A, as deemed necessary by Party A.
- e) Party B agrees to disseminate disaster CalFresh information, translate materials and messages, and/or provide other assistance to the County Welfare Departments in the event of a disaster.

### Confidentiality

- a) Party B and its employees agree to comply with CDSS Confidentiality and Security Requirements as described in contract Exhibit E - Attachment 1 (attached).
- b) Party A shall collect and keep on file an initialed and signed copy of page 8 of Exhibit E - Attachment 1 from all Party B staff who have access to confidential information (as defined in Exhibit E - Attachment 1) by January of each calendar year.

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## Travel Expenses

- a) Reimbursement for necessary travel expenses and per diem shall be made from funds within this Agreement and shall be set in accordance with the rates of the California Department of Human Resources for comparable classes. Travel expenses must be itemized and submitted, along with supporting receipts and expense documentation, in a format approved by Party A. Party B agrees to certify and maintain the documents substantiating travel and per diem for a period of three years after final payment of this Agreement. No travel outside the State of California by Contractor shall be reimbursed unless there is prior written authorization from CDSS.

## Intellectual Property Rights

- a) All deliverables as defined in the Scope of Work originated or prepared by the Party B pursuant to this agreement, including without limitation, all papers, reports, charts, and other documentation, but not including Contractor's administrative communications and records relating to this agreement, are works made for hire for CDSS for all purposes of copyright law and are the exclusive property of CDSS.
- b) CDSS grants to Party B a non-exclusive royalty free license to the deliverables to use, reproduce, distribute and sublicense to additional persons on the same royalty-free basis.
- c) This agreement does not preclude the Party B from developing materials outside this agreement, which are competitive, irrespective of their similarity to materials that might be delivered to CDSS pursuant to this agreement. All preexisting intellectual property, copyright, trademarks and products of the Contractor shall continue to be the property of the Contractor.

## VI. Funding

1. The CalFresh program is a reimbursement program. Party A will reimburse XX% of Party B's State Share contribution up to their approved Federal Share budget total of \$XXXXX. Federal Share reimbursement is to be used to conduct additional CalFresh outreach activities.
2. No portion of the funds being used as "State Share" under this MOU are federal funds or are being used as a match for any other federal funds.
3. Federal and State Share CalFresh funding shall not be used to supplant existing CalFresh outreach funds or activities during the term of the contract.

4. **Party B** shall provide State Share and Federal Share budget documentation as requested by **Party A**.
5. Program activities shall not supplant existing CalFresh outreach programs, and where operating in conjunction with existing programs, enhance and supplement them.
6. Funding for each federal fiscal year is subject to approval by USDA. If full funding does not become available, CDSS will amend, reduce or cancel the resulting agreement. Continuation of services is subject to **Party A's** 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 or State 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 or State 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.

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## 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, 2014 to September 30, 2016](#). [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