

Memorandum of Understanding

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

City of Riverside

And

Riverside Unified School District

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 Supplemental Nutrition Assistance Program (SNAP), also known as the CalFRESH Program in California. 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) Nutrition Education and Obesity Prevention Branch (NEOPB). The SNAP-Ed program is intended to provide nutrition education to low-income households. To support this goal, City of Riverside and Riverside Unified School District 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 City of Riverside and Riverside Unified School District 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, 2016 and terminates September 30, 2017.

III. City of Riverside Responsibilities

City of Riverside shall undertake the following activities during the duration of the MOU term:

- 1) Ensure adherence of Riverside Unified School District to applicable federal and state laws and regulations and program guidelines.
- 2) Review and approve all documentation evidencing Riverside Unified School District's performance of services as set forth in the Scope of Work and monitor Riverside Unified School District's compliance with this MOU.
- 3) Provide training and technical assistance to Riverside Unified School District 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:
 - a. City of Riverside will reimburse allowable expenses within thirty (30) days of receipt of complete invoices with proper documentation.
- 5) Ensure that Riverside Unified School District's Scope of Work activities do not supplant existing SNAP-Ed efforts or funding.
- 6) Review Riverside Unified School District's audit report and, within six months of receipt, issue a management decision on any audit findings. City of Riverside will also ensure that Riverside Unified School District takes appropriate and timely corrective action to remain in compliance with federal regulations.

IV. Riverside Unified School District Responsibilities

Riverside Unified School District shall undertake the following activities during the duration of the MOU term:

- 1) Provide 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 monthly Federal Share invoices to City of Riverside according to the following schedule:
 - i. Riverside Unified School District shall submit monthly invoices by the 10th of the following month to pay prior monthly expenditures.
- e. Preparation and submission of Activity Logs and Progress Reports as requested by City of Riverside, and outlined in Scope of Work and *NEOPB* guidelines.
- f. Participation in trainings and meetings as requested by City of Riverside.
- g. Retention of all records supporting the MOU for three (3) years after the end of the MOU term. This requirement applies to fiscal records, reports and client information. Additionally, Riverside Unified School District agrees to make all records relating to the MOU available upon request by City of Riverside, the *NEOPB*, 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 Riverside Unified School District 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 City of Riverside nine (9) months after the year end. Riverside Unified School District may, at its sole Discretion, provide City of Riverside access to its independent third-party auditors to determine compliance with federal regulations.

V. City of Riverside and Riverside Unified School District 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 NEOPBing – Facebook, Twitter, etc.

Materials, whether newly developed or reprinted, must include an appropriate acknowledgement/funding statement. See the *NEOPB Branding Guidelines Manual* at <http://NEOPBforahealthycalifornia.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 City of Riverside for guidance on which statement is appropriate.

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

2) Special Terms and Conditions

City of Riverside and Riverside Unified School District 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, City of Riverside and Riverside Unified School District 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) Riverside Unified School District shall provide Federal Share budget documentation as requested by USDA, CDSS, CDPH or City of Riverside.
- 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 each fiscal year is subject to City of Riverside and Riverside Unified School District's continued successful performance.
- 5) Sub-grant funds allocated to Riverside Unified School District for the term October 1, 2016, through September 30, 2017 is in the amount of One Hundred and Eight Thousand Dollars (\$108,000.00).

VII. Modification and Termination

- 1) This agreement may be cancelled or terminated without cause by either Riverside Unified School District 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 City of Riverside shall have no liability to pay any funds whatsoever to Riverside Unified School District and Riverside Unified School District 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 City of Riverside shall have the option to either cancel this Agreement with no liability occurring to the State or City of Riverside, or offer an agreement amendment to Riverside Unified School District to reflect the reduced amount.

VIII. Effective Date and Signature

This MOU shall be effective upon the signature of City of Riverside and Riverside Unified School District authorized officials. It shall be in force from October 1, 2016 to September 30, 2017. City of Riverside and Riverside Unified School District indicate agreement with this MOU by their signatures.

Signatures and dates

[Authorized signature from City of
Riverside]

[Authorized signature from Riverside
Unified School District]

Al Zelinka, Assistant City Manger

DUNS #066158890

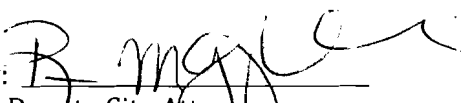
Date

Date

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: 
Deputy City Attorney

Riverside Unified School District NEOP Scope of Work FFY 17

School-based Interventions	Due	Documentation
2.1. Establish and maintain communication with CNAP partners, School Wellness Committees and community based partners to build capacity for policy, systems and environmental change efforts; such as School Wellness, Smarter Lunchrooms Movement, School Gardens, Safe Routes to School, Summer Feeding, Emergency Food and Access to Water, etc.	9/30/17	Activity Tracking Form (ATF) Sign-In Sheets, Data Cards (Adults), Deliverables Binder
2.2. Conduct a series of direct nutrition education and/or physical activity promotion classes or classrooms at eligible schools using State Implementing Agency SNAP-Ed approved materials in order to reach a minimum of 3,000 participants.	9/30/17	ATF, School Attendance Roster or Sign-In sheets, Data Cards (Adults), Deliverables Binder
2.3. Conduct a series of indirect nutrition education and/or physical activity promotion classes or classrooms at eligible schools using State Implementing Agency SNAP-Ed approved materials in order to reach a minimum of 4,000 participants.	9/30/17	ATF, School Attendance Roster or Sign-In sheets, Data Cards (Adults), Deliverables Binder
2.4. Provide preschools, schools and afterschool sites, with posters, videos, and/or brochures to promote healthy eating active living messages targeting 10,000 SNAP-Ed eligible students (at least 10 sites).	9/30/17	ATF, Indirect Tracking Form, School Site Visit Log, Deliverables Binder
2.5. Participate and/or host school events reaching at least 4,000 students and/or adults with an interactive table, exhibit or display promoting healthy foods and beverages and increasing physical activity using State Implementing Agency SNAP-Ed approved materials. Events may include taste testing of NEOPB/SNAP-Ed approved recipe.	9/30/16	ATF, Indirect Tracking Form, Deliverables Binder
2.6. Identify and involve students, parents, caretakers, and/or school faculty as "Champions" who are committed to improving their school environment and promoting nutrition and physical activity.	9/30/17	ATF, Meeting Agenda, Deliverables Binder
2.7. Provide technical assistance and training on SNAP-Ed approved materials such as: Rethink Your Drink, Harvest of the Month, Physical Activity curriculums and resources (Shape of Yoga, Power Cards, CATCH/SPARK, PowerPlay, Shaping Healthy Choices, etc. for cafeteria staff, teachers, and/or principals within the two school districts in the city of Riverside.	9/30/17	ATF, Sign-In Sheets, Agendas, Presentations, Deliverables Binder
2.8. Provide technical assistance and training to school-based partners on PSE efforts such as; school gardens, Smarter Lunchrooms Movement (SLM), Access to Water, Environmental Supports to promote Physical Activity (stencils and walkability), Breakfast in the Classroom, School Wellness Policies and/or Summer Feeding Programs.	9/30/17	ATF, Sign-In Sheets, Agendas, Presentations, Deliverables Binder
E.2.4. Impact and Outcome Evaluation - Match a pre- and post-surveys for the class series included in the IOE project in Activity 2.2.	9/30/17	ATF, social media, screen shot, press release/media article

SNAP-Ed FFY 2017 Budget

Organization Name: California Department of Public Health
 County/Jurisdiction: Riverside University Health System-Public Health
 Contract/Sub-Grant/Agreement: Riverside Unified School District

1. Staffing: Salary/Benefits:

Position #	Budget Adjustment		Position Title	Position Name	SNAP-Ed Time Spent		Annual Salary	FTE	Total SNAP-Ed Salary	Benefit Rate	Total SNAP-Ed Benefits	SNAP-Ed Admin Costs	Total SNAP-Ed Funded Salary and Benefits	Budget Justification
	Add Delete Reduce	Change No-Net Increase			% of SNAP-Ed Time spent on Mgmt/Admin Duties	% of SNAP-Ed Time spent on Direct SNAP-Ed Delivery								
1	Increase	\$62,091.00	Project Coordinator	Morgan McGhee	10.00%	90.00%	\$ 67,752.30	1.00	\$67,752.30	27.20%	\$18,428.63	\$8,618.10	\$86,181	Increase to reflect an accurate yearly salary.
2	Delete	\$5,968.00	Accounty/Finance Analyst	Lynn Cashman	0.00%	0.00%	\$	0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0	Delete, RUSD will not charge for services
3	Delete	\$1,808.00	Nutritionist/Nutrition	Darius Nadziejko	0.00%	0.00%	\$	0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0	Delete, RUSD will not charge for services
4	Reduce	\$15,600.00	Nutritionist/Nutrition	Jessica Biggs	10.00%	90.00%	\$ 9,750.00	1.00	\$9,750.00	8.82%	\$859.95	\$1,061.00	\$10,610	Reduce to reflect an accurate yearly salary.
5			Intern (10)	TBD	0.00%	100.00%	\$	0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0	
6							\$	0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0	
Total Staffing: Salary/Benefits:								2.00	\$77,502		\$19,289	\$9,679	\$96,791	

Definition and basis for calculations of benefit rate(s):
 Describe what is covered in the benefit rate for your agency

Includes: Federal Taxes (Medicare, HCA, Unemployment Insurance), State Taxes (Worker's Comp), Medical/Dental/Life and PERS up to 40% of salary

SNAP-Ed FFY 2017 Budget

Organization Name: California Department of Public Health
 County/Jurisdiction: Riverside University Health System-Public Health
 Contract/Sub-Grant/Agreement: Riverside Unified School District

2. Non-Capital Equipment/Supplies:

Budget Adjustment	2017 Budget Reduction/Increase	2017 Amount Approved	Budget Item	Description/Justification	FTE	Cost per Item	# of Items	Total	Budget Adjustment
1	Delete	\$430.00	Office Supplies	Binders, pens, notepads, paper clips, staples, tape, markers, paper etc				\$0	Delete, RUSD will not charge subcontractor
2								\$0	
3								\$0	
Total Non-Capital Equipment/Supplies:								\$0	

3. Materials:

3. Materials:								Budget Adjustment
	2017 Budget Reduction/Increase	2017 Amount Approved	Budget Item	Description/Justification	Cost per Item	# of Items	Total	Budget Justification
1	Reduce	\$2,408.00	Food Demonstration Ingredients	Food for class taste testing and food demonstrations Ingredients of NFOP approved recipes	\$2.00	1200	\$2,400	Reduce, staff does not anticipate having several food demonstrations.
2	Reduce	\$1,117.00	Food Demonstration Materials	Supplies for classes and food demonstrations small plates, forks, napkins, serving bowls, serving spoons, etc	\$0.25	2298	\$575	Reduce, staff anticipates cost for total supplies to be much lower.
3	Delete	\$270.00	Food Handler Cards	Employees must have a current Food Handler Certificate for handling/preparing food for food demos			\$0	Delete, staff does not anticipate needing Food Handler certifications.
4	Delete	\$1,147.00	Printing	IOE surveys, flyers, agendas for NFOPB related events, classes, activities, etc.			\$0	Delete, RUSD will cover inhouse copies.
5	Delete	\$21.00	Physical Activity Supplies	Frisbees, balls, jump ropes and other physical activity aids used for demonstrations.			\$0	Delete, RUSD does not anticipate needing these materials.
6							\$0	
7							\$0	
Total Materials:							\$2,975	

SNAP-Ed FFY 2017 Budget

Organization Name: California Department of Public Health
 County/Jurisdiction: Riverside University Health System-Public Health
 Contract/Sub-Grant/Agreement: Riverside Unified School District

4. Travel:

4. Travel:														Budget Adjustment		
Line Item	Item Amount Approved	Position Title/Name	Location	Description/Justification	Trips	FTE	Days	Nights	Per Diem	Lodging	Air	Miles (\$540)	Registration Fee	Other	Total	Budget Justification
1		All Positions/All Staff	Local	Mileage/Carpool for SOW may include: Coalition/promising practice events, training, meetings, site visits, events, local conferences, airport travel, etc. Designated attendees determined by meetings, site visits and any training topics.	150	1.38						30			\$2,430	
2	Reduce \$1,846.00	Project Coordinator Morgan McGhee	Sacramento	NCOPB SNAP Ed Meeting & Conference SNAP Ed LIA FORUM, Other includes parking and ground transportation (not limited: taxi, shuttle service and/or car rental)	1	1	2	2	\$46.00	\$110.00	\$415.00			\$150.00	\$877	Reduce, staff anticipates lower costs related to conference and one less staff to attend.
3															\$0	
4															\$0	
1															\$0	
Total Travel:															\$3,307	

* Lodging costs include taxes. Reimbursement at CalHR rates.

5. Building/Space:

Budget Adjustment		5. Building/Space:							Budget Adjustment	
Line Item	Item Amount Approved	Location Name/Address	Calculation Description	FTE	Cost per Month	# of Month(s)	Total	Budget Justification		
1							\$0			
2							\$0			
Total Building/Space:							\$0			

SNAP-Ed FFY 2017 Budget

6. Maintenance:

Budget Adjustment									Budget Adjustment
Item Number	Line Number	Location Name/Address	Calculation Description	FTE	Cost per Month	# of Month(s)	Total	Budget Justification	
1		cell phone service	Monthly cell phone service for Morgan McGhee, this staff person will be in the office 10% of her time and 90% in the community, offering direct education, event participation, and IOE. A cell phone is necessary for Morgan to stay in touch with RUSD supervisors, the City of Riverside staff, DOPH staff and interns through emails, texts and telephone conversations.	1	\$51.65	12	\$620		
2							\$0		
3							\$0		
Total Maintenance:							\$620		

Organization Name: California Department of Public Health
 County/Jurisdiction: Riverside University Health System-Public Health
 Contract/Sub-Grant/Agreement: Riverside Unified School District

7. Equipment and Other Capital Expenditures:

Budget Adjustment									Budget Adjustment
Item Number	Line Number	Budget Item	Description/Justification	FTE	Cost per Item	# of Items	Misc.	Total	Budget Justification
1								\$0	
2								\$0	
Total Equipment and Other Capital Expenditures:								\$0	

SNAP-Ed FFY 2017 Budget

8. Contracts/Sub-Grants/Agreements:

Budget Adjustment		8. Contracts/Sub-Grants/Agreements:			Budget Adjustment	
Old Budget Amount	Last Contract Approved	Organization Name	Description of Service(s)	Total Grant	Budget Justification	
A Delete	\$5,441.00	Rebecca Borjas	Assistant to Morgan McGhee, we have requested this position be filled, however, District hiring process is long and we still do not have this needed employee. This subcontractor would be a nutrition educator acting as a temporary staff to assist in meeting program outcomes	\$0	Delete, RUSD does not see using a subcontractor for FFY 17 at this time.	
B						
C						
Total Contracts/Sub-Grants/Agreements:				\$0		
Total Direct Costs:				\$103,693		

9. Indirect Costs:

Budget Adjustment		9. Indirect Costs:					Budget Adjustment	
Old Budget Amount	Last Budget Approved	Calculation Method	Indirect Cost Rate	Total Admin/Program Dollars	Total	Budget Justification		
1		Salary + fringe benefits. An estimated 4.45% of total salary and fringe benefit costs	4.45%	\$96,791.00	\$4,307			
					Total Indirect Costs:	\$4,307		
				Total Budget:	\$108,000			