

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, 2017, and terminates September 30, 2018.

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: <https://archive.cdph.ca.gov/programs/cpns/RL/Pages/Branding.aspx> 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 Community & Economic Development Department 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* <https://archive.cdph.ca.gov/programs/cpns/RL/Pages/ResourceLibrary.aspx>

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, 2017, through September 30, 2018, is in the amount of One Hundred and Four Thousand Dollars (\$104,000.00).

VII. Modification and Termination

- 1) This agreement may be cancelled or terminated without cause by either Riverside Unified School District or City of Riverside 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, 2017, to September 30, 2018. City of Riverside and Riverside Unified School District indicate agreement with this MOU by their signatures.

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Signatures and dates

Mays Kakish, CBO

[Authorized signature from City of
Riverside]



[Authorized signature from
Riverside Unified School District]

Al Zelinka, Assistant City Manger

Date

Date

11/28/17

ATTEST:

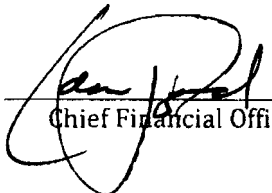
By: _____
City Clerk

APPROVED AS TO FORM:

By: 

Deputy City Attorney

CERTIFIED AS TO FUNDS AVAILABILTY:

By: 

Chief Financial Officer