

Arizona Community Organization Partner Agreement

Agency: Gila County Community Services

Address (if more than one address, please attach a sheet with this information for each location): 5515 S. Apache Avenue, Suite 200, Globe, Arizona 85501 and 107 W. Frontier Street, Payson, AZ 85541

Contact Person for Program: Malissa Buzan

Phone: 928-425-7631, Extension 7192 Contact Email: mbuzan@gilacountyaz.gov

- * We understand that our name and street address information as provided above may be made available on the ACAA and DES websites. As such, we may include additional information (such as other services provided, hours of operation, how to schedule an appointment), found on the *Location and Services Provided* sheet with our listing.

- YES. We would like to keep this listing.
 NO. We would like to OPT OUT of this listing

- 3 We have staff or volunteers who can conduct outreach and assistance in the following languages:

English

Spanish

The aforementioned entity agrees to partner with the Arizona Community Action Association (ACAA) and serve as a Community Organization Partner (COP) to conduct outreach and improve access for applicants and recipients of Supplemental Nutrition Assistance Program (SNAP) benefits in Arizona. With our authorized signature, we acknowledge and accept the terms set forth in this application and its documents. We agree to conform to the terms of these documents and abide by the program budget submitted. We understand that any changes made to any part of this agreement must be requested in writing to ACAA and accepted in writing in order to be in compliance with all terms.

Arizona Community Action Association

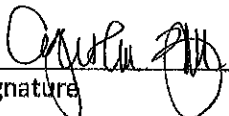
Gila County

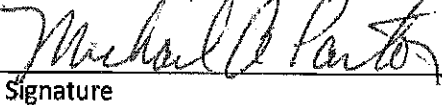
Cynthia Zwick, Executive Director

Michael A. Pastor, Chairman, Board of Supervisors

Authorizing Agent

Name and Title (Please Print)





Signature

Signature

9.30.14

May 6, 2014

Date

Date

Memorandum of Understanding

United States Department of Agriculture Food and Nutrition Services
Supplemental Nutrition Assistance Program
Draw-Down Funding for Community Partnerships to Increase SNAP Enrollment

**This is a Partnership Agreement between
Arizona Community Action Association (ACAA)
and
Community Organization Partner (COP)**

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 increased access and enrollment in the Supplemental Nutrition Assistance Program (SNAP), also known as Nutrition Assistance in Arizona. The Arizona Community Action Association (ACAA) is the entity responsible for enrolling and supporting partners (heretofore referenced as **COPs**), as well as administering the draw-down of these USDA through the Arizona Department of Economic Security (DES).

This Partnership is intended to help inform potentially eligible households about the availability, eligibility requirements, application procedures and benefits of SNAP. To support this goal, ACAA and COP will participate in activities targeting eligible households, providing accurate information, serving as a trusted source of information and assistance in your community, and assisting households with completing the application process, preferably through the Health-e Arizona online application portal. Allowable activities are outlined in the Partnership Agreement and Payee Form.

Both ACAA and COP 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.

All applicants and recipients are granted civil rights in accordance with Federal laws and US Department of Agriculture, Food and Nutrition Services (USDA) policy that services will be provided without discrimination on the basis of race, color, national origin age, sex, disability, sexual orientation, political beliefs or religion.

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 begins October 1, 2014 and ends September 30, 2015.

III. ACAA Role and Responsibilities

1. ACAA shall serve in the following roles and maintain responsibilities stated herein during the duration of the MOU term:

- 1.1 Provide guidance and resources to COP regarding applicable federal and state laws and regulations and program guidelines.
 - 1.2 Review and approve all documentation evidencing COP's performance of services as set forth in the Scope of Work and monitor COP's compliance with the MOU.
 - 1.3 Provide training and technical assistance to COP on SNAP, promising practices related to outreach, improving access, and increasing program participation, and fiscal and programmatic rules and regulations on an as-needed basis.
 - 1.4 Promptly process activity reports and invoices submitted by partners on a monthly basis. Invoices and activity reports will be processed by ACAA on the 15th of each month, or the first day of business thereafter in the event the 15th of the month occurs on a non-business day for ACAA. Activities must be eligible for USDA draw-down as allowable expenses according to the terms and conditions set forth in this MOU. COP is responsible up front for all costs incurred, and reimbursement will be received only for allowable activities as approved by ACAA, DES, and USDA.
2. ACAA liability for funds related to this Partnership is limited as follows:
 - 2.1 COP acknowledges that all funds to be provided pursuant to this Agreement will be provided by USDA.
 - 2.2 ACAA's obligations under this Agreement are subject to USDA's provision of funds pursuant to the Program Documents.

IV. COP Responsibilities

1. COP shall agree to the following during the duration of the MOU term:
 - 1.1 Provide SNAP outreach services and application assistance as outlined in the approved Partnership Agreement and Payee Form, Scope of Work, and Program Budget.
 - 1.2 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/>
 - 1.3 Furnish project management, contract administration and fiscal control services, including but not limited to:
 - a) Adherence to the approved Partnership Agreement and Payee Form, Scope of Work, Assurances, and Program Budget.
 - b) Return of this MOU, Partnership Agreement and Payee Form, Program Budget and Budget Justification, Scope of Work, and Assurances with the required signatures, **by Friday May 15th, 2014**. All documents shall be submitted to Amanda Lee at alee@azcaa.org.
 - c) Preparation and timely submission of complete and accurate monthly expenditure and activity reports. Activity reports and invoices shall reflect 100% of activities completed and expenses incurred for the program. COP will be reimbursed **40 percent** of allowable expenses included on the invoice up to and not to exceed your Program Budget unless alterations or changes receive prior approval. A final report of

activities completed, expenses incurred, and weekly activity logs **shall be submitted by the 10th day of the month following the month for which draw-down is requested.** For example, you must submit a report by November 10th in order to receive a draw-down for October's expenses.

- d) Participation in trainings and meetings as requested by ACAA, including monthly Partner calls.
- e) Participate in evaluation of SNAP Outreach.
- f) Retention of all records supporting the funds used for draw-down, as well as any additional expenditures covered by the draw-down funds for three (3) years after the end of the contract term. This requirement applies to fiscal records, reports and client information. Additionally, COP agrees to make all records relating to draw-down activities and expenses available upon request by ACAA, DES and/or any Federal entity. Any costs that cannot be substantiated by source documentation may be disallowed.
- g) Return any funds necessary to repay ACAA for any disallowed expenses in which COP has not complied with the requirements of this MOU and applicable state and federal regulations. Funds will be returned to ACAA within 30 days of receipt of written notification.
- h) Submission of a copy of audited financial statements to ACAA nine months after the end of the COP's fiscal year during which this grant falls. COP agrees to provide access to auditors to determine compliance with federal regulations. If your agency does not undergo an annual audit process, alternative arrangements may be made upon approval of ACAA.

1.4 Maintain proper standards of disclosure and confidentiality as set forth by USDA:

- a) Case file information on SNAP recipients, including names of recipients, social security numbers, and other sensitive information is considered confidential and may not be released.
- b) Disclosure of information obtained from recipients may be made only to persons directly connected with the administration of SNAP or to others provided that the program recipient signs a release form documenting their agreement to the specific release. Such an agreement shall not be a condition of receipt of benefits. (*7 CFR Section 272.1(c); and (Section 11(e)(8) of The Food and Nutrition Act of 2008, as amended.*)
- c) State agencies and their contractors must protect confidential and private information gained from clients during the outreach process. Appropriate physical and computer security policies should be in place to protect sensitive information.

V. ACAA and COP Agree to the Following Provisions:

1. Documents prepared by organizations using program 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 COP and intended for publication and distribution must receive the necessary departmental approvals from ACAA and DES prior to publishing or distribution. Documents shall be submitted to ACAA for review, and ACAA will submit to DES on behalf of COP when necessary. Reviews may take up to ten (10) working days. This MOU identifies the following documents intended for external release as subject to both internal and external review prior to printing and distribution:
 - 1.1 Types of documents/communications:
 - a) One time, periodic, or occasional
 - b) Providing factual information to the public or target audience to increase enrollment in SNAP
 - c) Conveying a specific message to a select target audience about SNAP

Examples:

- Brochure
- Fact sheet
- Media campaigns and advertisements
- Newsletter
- Fotonovela
- Press release or other press materials
- Public Service Announcement

1.2 Press releases announcing events sponsored by COP shall not require prior approval unless they include information about the Partnership described herein or SNAP eligibility or rules. Social networking, such as Facebook, Twitter, and blog posts, requires prior approval in cases where the partnership created herein or information regarding eligibility or programmatic rules is included. ACAA shall be notified upon release of any press release or social media piece released by COP, and COP shall provide copies of all releases to ACAA at the end of the Term.

1.3 Materials, whether newly developed or reprinted, may require an appropriate acknowledgement/funding statement in accordance with state and federal agency specifications. COP shall contact Amanda Lee at alee@azcaa.org for information on approved acknowledgement/funding statements and which types of materials should carry which version of the statement. For materials not listed, contact ACAA for guidance on which statement is appropriate.

1.4 Any materials relaying information about the SNAP program shall contain the following statement:

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, religion, political beliefs, or disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

An abbreviated version of this statement is available if space constraints exist.

2. COP shall prominently display the USDA nondiscrimination poster "And Justice for All", provided by DES or ACAA, at any facility providing services outlined in this Partnership.
3. Program activities shall not supplant existing SNAP outreach programs, and where operating in conjunction with existing programs, shall enhance and supplement them.

VI. Funding

1. Funding available for this program is on a monthly draw-down basis. Interested Partners must sign this MOU and provide ACAA with a Partnership Agreement and Payee Form and Scope of Work for activities COP expects to complete in the Term, as well as a Program Budget, Budget Justification, Assurances, current W-9, and any other requested documentation or information in order to apply to become a COP. Funding is subject to the following terms:

1.1 **Funding for this Partnership is 100% USDA Federal reimbursement and as such is subject to the availability of Federal funds.** USDA may, due to internal budgeting decisions or changes in federal

allocation, reduce or eliminate funding for this program at any time, with or without advance notice. Additionally, DES may choose to discontinue this Partnership at any time, with or without advance notice. COP understands and agrees to hold harmless ACAA for any funds expended for which COP is not able to receive reimbursement due to termination of funding.

- 1.2 Funding for this Partnership is reimbursement only. No request can be honored to advance funds or pay costs incurred by the COP without prior approval by ACAA and DES. ACAA makes no guarantee of the reimbursement of federal funds and is not liable for any costs incurred by COP which are not reimbursed by USDA and/or DES.
- 1.3 It is the responsibility of the COP to monitor all contract expenditures by line item and ensure no over expenditures occur. If an over expenditure occurs, ACAA and DES may disallow any costs exceeding the line item amount approved at the start of the contract year and reimbursement for amounts exceeding the approved budget will not be approved.
2. Funding is subject to approval by ACAA, DES, and USDA. ACAA will utilize the available USDA federal draw-down to provide COP funds in accordance with COP's reasonable request, and ACAA reserves the right to ask COP to adjust the Partnership Agreement and Payee Form, Scope of Work and/or Budget to fit with the funding available.
 - 2.1 COP agrees to submit all reports and documentation required by the **10th day** of the month following the month in which work was completed. ACAA and DES will process the request through the proper channels and COP will receive a check in the amount approved for matching draw-down, **equal to a maximum of 40% of the funds expended by COP for allowable activities in the month prior.**
 - 2.2 COP is responsible for submitting an invoice for each month of the contract year. In months where no activity was completed under this Partnership, COP is responsible for reporting this to ACAA and submitting an invoice showing that no expenses were incurred for the month.
 - 2.3 COP acknowledges and accepts that reimbursement for allowable activities is dependent upon the approval of ACAA, DES, and USDA. The aforementioned parties may disallow any expense reported which is not in accordance with the Allowable Activities outlined by USDA and/or not in accordance with COP Partnership Agreement and Payee Form, Scope of Work and/or Budget.
 - 2.4 COP acknowledges and agrees that all invoices are subject to approval DES and USDA and ACAA's approval does not bind DES or USDA, nor constitute a guarantee by ACAA of payment to COP.
3. Contractor agrees to indemnify, defend and hold ACAA and its directors, officers, employees and agents harmless for, from and against any tax or other liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands resulting from or arising out of a breach of this Agreement by Contractor or Contractor's employees or agents, or resulting from or arising out of rendering services under this Agreement by Contractor or Contractor's employees or agents or to the extent caused by the negligence or intentional misconduct of Contractor or Contractor's employees or agents. ACAA agrees to indemnify, defend and hold Contractor and its directors, officers, employees and agents harmless for, from and against any liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands to the extent caused by the negligence or intentional misconduct of ACAA or ACAA's employees or agents.

VII. Modification and Termination

3. ACAA intends to Partner with multiple COPs. This Partnership is non-competitive, and can be terminated at any time by ACAA. ACAA reserves the right to terminate any Partnership without advance notice for any violation of contract agreement.

VIII. Effective Date and Signature

This MOU shall be effective upon the signature of ACAA and COP authorized officials. It shall be in force from October 1, 2014 through September 30, 2015. ACAA and COP indicate agreement with this MOU by their signatures.

ARIZONA COMMUNITY ACTION ASSOCIATION

Gila County Community Services

Cynthia Zwick, Executive Director

Michael A. Pastor, Chairman, Gila Co. Board of Supervisors

Authorizing Agent

Name and Title (Please Print)

Signature

Signature

Date

Date

APPROVED AS TO FORM:

Bryan Chambers, Deputy Attorney Principal

Date