

**This Memorandum of Agreement (MOA) is executed between the Converse County Tripartite Board, Community Service Block Grant Program (hereinafter referred to as CSBG) and the Helping Hearts, Inc (hereinafter referred to as HH).** This MOA is in effect for the time period beginning October 1, 2016, and September 30, 2017. Further this MOA pertains to the distribution and payment of awarded funds to CSBG from the State of Wyoming and the Federal Government, CSBG funds.

This agreement contains major points of agreement as related to the funding of HH and their emergency food bank program. HH has been awarded \$3,000 for FFY2017. These funds are payable to HH in quarterly installments. The first installment shall be made to HH upon the execution of this MOA and receipt of funds from the State. All payments are subsequent to the full funding to CSBG from the State of WY. Should this fiscal year contract be voided by either the State of WY or CSBG, all subsequent payments agreed to herein, are voided as well, with no fiscal liability incurred by CSBG for loss of funding on the part of HH.

The CSBG Board and the HH Board agree to the following points:

CSBG agrees to:

- 1) Provide quarterly installments/payments of \$750 to HH under the FFY2017 contract totaling no more than \$3000.
- 2) Provide technical support as requested.
- 3) Provide referral as necessary for clients to include:
  - a. CSBG application,
  - b. ID's pertaining to household members,
  - c. Household income information and
  - d. Signed release of Information.
- 4) Keep HH aware of pertinent changes and/or amendments to funding and contracts.

HH agrees to;

- 1) Provide monthly reports by the 3<sup>rd</sup> of each month with all data/information recorded for current reporting period.
- 2) Provide necessary documentation concerning the status of HH as a non-profit fiscal entity within 2 months of request.
- 3) Provide end of year data for State and Federal reporting to include:
  - a. Complete and accurate data on individuals and households served.
  - b. Complete and accurate data on unduplicated/duplicated services provided during that reporting period.
  - c. Complete and accurate data on fiscal year expenditures.
- 4) Request technical support on identified issues to comply with the contract.
- 5) Keep all records and files in a secure area.
- 6) Maintain records for 3 years as required by both State and Federal guidelines.
- 7) File review by CSBG Case Manager as deemed necessary.
  - a. CSBG Case Manager will make necessary arrangements for this prior to conducting any review.

It is mutually understood and agreed by and between the parties that:

1. Each party takes legal and financial responsibility for the action of its respective employees, officers, agents, representatives and volunteers. Each party agrees to indemnify, defend and hold harmless the other to the fullest extent permitted by law from and against any and all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorney's fees, arising out of or resulting from the indemnifying party's acts or omissions related to its participation under this MOA, and each party shall bear the proportionate costs of any damages attributable to the fault of such party, its officers, agents, employees and independent contractors. It is the intention of the parties that, where fault is determined to have been contributory, principles of comparative fault will be applied.
2. This MOA may be amended from time to time by mutual agreement of the parties in a written modification signed by both parties.
3. This MOA may be terminated by mutual agreement of the parties, and shall automatically terminate upon completion of all responsibilities as stated herein, unless otherwise amended.

TERMINATION

1. In the event that HH fails to perform any of its obligations under this MOA, CSBG shall have the right to terminate this MOA and any related agreements immediately upon written notice, and any unexpended funds granted to HH by the CSBG will be immediately refunded to the CSBG.

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Leroy Kingery  
CSBG Board Chairperson

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Date

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Bob Shinmori  
CSBG Case Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dan Dillon  
Helping Hearts, Inc Board Chairperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Angela Dillon  
Helping Hearts Director

\_\_\_\_\_  
Date