



Double Up Food Bucks Texas

Memorandum of Agreement Between Sustainable Food Center and

San Antonio Metropolitan Health District Healthy Neighborhoods Program for the Implementation of the Double Up Food Bucks Texas Program

9/1/2024

**City of San Antonio Metropolitan Health District
Claude A. Jacob, PhD, MPH
Health Director
100 W. Houston, 14th Floor
San Antonio, TX 78205**

Agreement Introduction

1. Scope of Agreement

This Double Up Food Bucks Texas Memorandum of Agreement between is made by and between the non-profit **Sustainable Food Center, Inc., a Texas non-profit corporation (SFC)** and the City of San Antonio (City), a Texas Municipal Corporation on behalf of the San Antonio Metropolitan Health District (**Partner or Metro Health**) to set forth the responsibilities and obligations of each party regarding administration, promotion, and implementation of the Double Up Food Bucks Texas program, as to be performed by Partner and regional firms at select locations in the Partner's Healthy Corner Stores Program.

Double Up Food Bucks (DUFb) is a trademarked brand, owned and licensed by Fair Food Network (FFN). SFC has been awarded a USDA grant to fund an expansion of DUFb in Texas, and is authorized by FFN to develop, share, and/or operate programs and materials using the DUFb brand and logo.

Under DUFb, shoppers who use their Supplemental Nutrition Assistance Program (SNAP) benefits to make eligible purchases at a participating grocery store will receive additional matching benefits, also known as SNAP incentives (Incentives or DUFb Incentives), equivalent to the expenditure of regular nutrition benefits spent at the grocery store, up to the agreed upon daily matching limit (if applicable). Matching SNAP incentives may only be used towards the purchase of eligible fruits and vegetables.



SFC will provide training, technical assistance, operational tools, documents, resources, and ongoing consultation to Partner to lead DUFb in the relevant region. SFC will also work with Partner to align marketing materials and build a base of operational knowledge that will support the DUFb statewide initiative.

Funding to support DUFb administration, promotion, and implementation will be provided by SFC to Partner as a GusNIP subaward for costs provided in the budget, **Exhibit A**, according to the terms and conditions outlined below.

Funding for DUFb incentives will be provided by SFC to regional firms. SFC will enter into separate agreements with regional firms outlining budget and terms and conditions for DUFb incentives.

Partner will provide staffing, materials, equipment, supplies, and facilities for administration, operations, outreach, evaluation, and reporting activities to consistently promote DUFb at participating regional firms. Partner will work with SFC to align marketing efforts, build a base of operational knowledge, and as possible, participate in regional and state DUFb coalition activities.

2. Agreement Term

The Agreement shall be effective from the start date provided below until the Agreement end date, at which time the Agreement is eligible for renewal upon agreement by both parties, conditional to available funding and/or award cycle, and subject to the availability of funds to SFC. The Parties shall have the option to renew this MOA in writing, for three (3) additional one-year terms. The renewals shall be in writing and signed by the Director without further action by the San Antonio City Council.

The Total Funds set forth below and detailed in **Exhibit A** represents the maximum funding by SFC to Partner under this Agreement and is subject to the Partner's full compliance with the Agreement terms. Either party may terminate this Agreement at any time, upon providing thirty (30) days advance written notice of the effective date of termination. SFC may terminate this Agreement at any time in the event that USDA terminates, or suspends the funding of, the USDA DUFb grant to SFC.

Contract Period Start Date:

09/01/2024

Contract Period End Date:

08/31/2025

Total Funds:

\$ 62,725

Agreement Terms and Conditions

3. USDA Grant Subaward Funds

- a. Subject to the compliance by Partner with the requirements of this Agreement, SFC will reimburse Partner with financial compensation for a portion of costs directly related to

the administration or implementation of DUFB, as described in **Exhibit A, Partner Budget**. Expenses incurred by Partner above those described in **Exhibit A** will not be eligible for compensation without prior *written approval* from SFC.

- b. Complete and accurate records of the funds received and expenses incurred by Partner under this Agreement shall be kept in accordance with generally accepted accounting principles.
- c. SFC and USDA (the source of grant funds) shall have reasonable access to Partner files, records, personnel, and premises for the purposes of making financial audits, verifications, or program evaluations as necessary concerning the Partner's compliance with the terms of this Agreement.
- d. Partner will provide matching funds for program related costs in cash or as in-kind to meet the funding match requirements of the USDA grant, as described in Exhibit A.
- e. Funding for DUFB incentives will be provided by SFC to regional firms. SFC will enter into separate agreements with regional firms outlining budget and terms and conditions for DUFB incentives.

4. Partner Responsibilities

- a. Partner will assist SFC in identifying potential DUFB retail firms from among the network of firms participating in the Partner's Healthy Corner Stores Program. Partner will introduce SFC to identified firms and support relationship building through activities like site visits and joint meetings.
- b. At firms enrolled in the Partner's Healthy Corner Stores Program that elect to participate in DUFB, Partner will support promotion of DUFB through distribution of DUFB materials, outreach events, and communications with corner store staff about DUFB. Partner will provide clear and concise program information to all participating firms and ensure clear and concise information is provided to any and all vendors and staff at participating firms.
- c. Partner and any firms enrolled in the Partner's Healthy Corner Stores Program that elect to participate in DUFB will make a good faith effort to display the DUFB Texas logo in a variety of public facing communications and displays. This can include advertisements, press releases, printed materials, social media, and website. If space allows, Partner and their firms are invited to display Sustainable Food Center's logo as well.
 - i. If Partner lists partnership information on their website, placement of DUFB Texas's logo on Partner's website should occur before the end of the first quarter of the partnership year.
 - ii. The use of the DUFB Texas and Sustainable Food Center logos for any placement must be in adherence to the Double Up Food Bucks Texas Toolkit.

- d. Partner will mention Sustainable Food Center as the DUFB Texas statewide lead organization in public facing communications. Partner agrees to notify SFC of, and provide opportunity to review, any planned communication that mentions SFC by name and/or DUFB Texas prior to publication. In turn, SFC agrees to notify Partner of, and provide opportunity to review, any planned communication that mentions Partner by name, prior to publication.
- e. Partner will share feedback with SFC about the operations of DUFB within participating firms, especially feedback about problems that impact customer experience or program integrity.
- f. Partner will conduct and will support SFC in conducting in-person site visits to participating firms to ensure sites are maintained in good condition and provide a pleasant shopping experience for all customers. Partner will work with SFC and firms to quickly address any Double Up customer comments or concerns and to make necessary changes in program operations to support DUFB redemption if or when necessary.
- g. Partner will support SFC staff and contractors in the administration of evaluation surveys at participating firms. Advanced notice will be provided and SFC will ensure such surveys are done with discretion and respect for shoppers.
- h. Partner will meet all reporting requirements in a timely manner outlined below in **Exhibit D**.
- i. **Sustainable Food Center reserves the right to terminate the agreement at any time with proper notice for non-compliance with requirements (including notification of changes listed above or timely monthly reporting).**

5. Sustainable Food Center Responsibilities

- a. Manage the Double Up Texas Expansion Project to meet all USDA, Texas State, and funder requirements.
- a. Reimburse the Partner monthly for eligible project costs included in **Exhibit A**, upon receipt of appropriate documentation. For eligible expenses, reimbursement will be issued on a monthly basis, upon submission of financial expense reports and documentation of activity, as required and described in **Exhibit B, Partner Reimbursement**.
- b. Establish and maintain independent contracts with each firm in Partner's network that chooses to participate in DUFB. Contracts with firms will cover, at a minimum: budget for nutrition incentives to be issued at the participating firm; mechanism for issuance, redemption, and reimbursement for nutrition incentive; regulations for program

compliance; and reporting requirements. Partner is not involved in nor responsible for contracts made between SFC and participating firms.

- c. Compile evaluation and reporting information and share analysis and recommendations, as available. Regularly inform Partner about DUFB program operations and outcomes at participating firms in the Partner's network.
- d. Provide direct customer service and technical support through the Double Up Help Desk. Help Desk support will meet language access standards and will include, but may not be limited to:
 - i. Answering general FAQs about DUFB (locations, hours, etc.).
 - ii. Virtual ordering assistance for customers (when applicable).
 - iii. Satisfaction and Evaluation survey administration.
 - iv. Collection and sharing of customer concerns, complaints or other relevant issues about Double Up.
 - v. Collaboration to deploy timely and appropriate responses to any complaints or concerns.
- b. Provide Partner with digital tools, templates, or other necessary materials and assets to develop DUFB Texas promotional materials and signage.
- c. Include all participating firms which are in good standing in relevant DUFB Texas promotions, marketing, and advertising. Firms may also advertise DUFB Texas in their own advertisements in accordance with guidelines outlined in the Double Up Food Bucks Texas Toolkit.
- e. Provide technical assistance and training as needed
- f. Maintain and update the Double Up Food Bucks Texas Website.
- g. Provide technical assistance, consultations, or training as needed for program and market operations.
- h. Schedule and facilitate quarterly peer work groups and learning opportunities.

6. Metro Health Contract Provisions

- a. **Non-Discrimination Policy.** As a party to this Agreement Parties shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

The Parties shall comply with all applicable federal, State, or local laws, rules, and orders prohibiting discrimination, and shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and will take affirmative steps to ensure that applicants are employed

and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. Additionally, the Parties agree that they will comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:

1. Title VI and VII of the Civil Rights Act of 1964, as amended;
2. Section 504 of the Rehabilitation Act of 1973, as amended;
3. The Age Discrimination Act of 1975, as amended;
4. Title IX of the Education Amendments of 1972, as amended;
(Title 20 USC sections 1681-1688);
5. Fair Labor Standards Act of 1938, as amended;
6. Equal Pay Act of 1963, P.L. 88-38;
7. Drug Free Workplace Act of 1988 (41 U.S.C section 8102); and
8. All applicable regulations implementing the above laws.

- b. **Conflict of Interest.** The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with the City. An officer or employee has a “prohibited financial interest” in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- a City officer or employee; his or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;
- an entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10 percent or more of the voting stock or shares of the entity, or (ii) 10 percent or more of the fair market value of the entity; or
- an entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

Pursuant to the subsection above, SFC warrants and certifies, and this Agreement is made in reliance thereon, that by contracting with the City, SFC does not cause a City employee or officer to have a prohibited financial interest in the Contract. SFC further warrants and certifies that it has tendered to the City a Contracts Disclosure Statement in compliance with the City’s Ethics Code.

- c. **Applicable Law.** **THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.**

Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

- d. **Amendments.** Except where the terms of this Agreement expressly provide otherwise, any alterations, additions or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and SFC. The Director of Metro Health may execute contract amendments on behalf of the City without further action by the San Antonio City Council, in the following circumstances: (A) an increase in contract funding in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this contract or (b) \$25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments increasing funding and executed without City Council approval pursuant to this subsection during the term of this contract shall not exceed the foregoing amount; (B) no cost extensions up to two years; (C) budget adjustments authorized by the funding agency so long as the total dollar amount of the budget remains unchanged; (D) modifications to the Scope of Work due to the adjustment described in subsection (A) of this Section or for any other reason, so long as the terms of the amendment are reasonably within the parameters set forth in the original Scope of Work; and (E) changes in state or federal regulations mandated by the funding agency.
- e. **Severability.** If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.



The Parties agree that this contract (including all exhibits) constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they related in any way to the subject matter hereof. This Memorandum of Agreement may be amended at any time by written agreement by both Parties.

By their execution, the Parties hereto have agreed to all of the terms and conditions of this Agreement effective as of the last date of signature, and each signatory represents that it has the full authority to enter into this Contract and to bind their respective Party to all of the terms and conditions herein:

Authorized Representative of Partner

_____	<u>Claude A. Jacob, PhD, MPH</u>	_____
Signature	Name and Title (Please Print or Type)	Date

Authorized Representative of Sustainable Food Center

_____	_____	_____
Signature	Name and Title (Please Print or Type)	Date

Partner Point of Contact

Name & Title: Anna Macnak, Health Program Manager

Email: anna.macnak@sanantonio.gov

SFC Point of Contact

Name & Title: Brita Van Fossen

Email: bfossen@sustainablefoodcenter.org

Exhibit A: GusNIP Subaward Budget

Sustainable Food Center authorizes Partner to utilize funds for Personnel and other eligible direct costs provided below. Partner will provide matching funds for program costs as outlined below. Please note, only YEAR 1 is covered by this current contract. All subsequent funding will require a new contract.

Expense Category	Year 1 Federal: 9/1/24-8/31/25	Year 1 Match: 9/1/24-8/31/25	Year 2 Federal: 9/1/25-8/31/26	Year 2 Match: 9/1/25-8/31/26	Year 3 Federal: 9/1/26-8/31/27	Year 3 Match: 9/1/26-8/31/27	Year 4 Federal: 9/1/27-8/31/28	Year 4 Match: 9/1/27-8/31/28	Total Project Budget Federal	Total Project Budget Match
Personnel	\$62,075	\$0	\$65,022	\$0	\$67,797	\$0	\$70,946	\$0	\$265,840	\$0
Equipment	\$0	\$34,913	\$0	\$34,913	\$0	\$34,913	\$0	\$34,913	\$0	\$139,652
Travel	\$650	\$1,072	\$650	\$1,396	\$650	\$1,396	\$650	\$1,396	\$2,600	\$5,260
Marketing	\$0	\$7,000	\$0	\$8,000	\$0	\$10,000	\$0	\$10,000	\$0	\$35,000
Outreach Materials	\$0	\$6,000	\$0	\$6,000	\$0	\$6,000	\$0	\$9,000	\$0	\$27,000
Printing	\$0	\$1,368	\$0	\$2,287	\$0	\$2,483	\$0	\$1,973	\$0	\$8,111
Indirect	\$0	\$12,372	\$0	\$13,076	\$0	\$14,314	\$0	\$14,314	\$0	\$53,417
Annual Total	\$62,725	\$62,725	\$65,672	\$65,672	\$68,447	\$68,447	\$71,596	\$71,596	\$268,440	\$268,440

Exhibit B: Partner Reimbursement

1. Payment to Partner will be issued as reimbursements on a monthly basis. Send invoices in electronic format (DOC or PDF) to bfossen@sustainablefoodcenter.org by the **5th of the month**.
2. By the date listed above, Partner will submit an invoice for the actual total monthly program expenses for the previous month. Invoice must include the following information:
 - a. Organization Name
 - b. Name & Title of Contact Person
 - c. Contact Info (email & phone)
 - d. Expense category (see budget categories included in Exhibit A) and description
 - e. Date of expense
3. Partner must retain supporting documentation for all reimbursed expenses. Documents do not need to be submitted to SFC but must be made available to SFC upon request.



Exhibit C: Approved Program Sites & Locations

Sustainable Food Center authorizes Partner to support Double Up Food Bucks Texas programming at the locations provided below. Additional sites and locations may be added with prior approval and amendment to this agreement.

Approved Program Sites

Firm Name	Address	City	Zip Code	Hours of Operation	FNS #
Chicho Boys Fruit Market	1631 S. Larado St.	San Antonio	78207	Mon-Sat. 9AM - 630PM	1839462
Red Rooster	10637 SE Loop 410 Acc Rd	San Antonio	78223	Mon-Sun 6AM-11PM	PENDING

Exhibit D: Program Reporting and Evaluation

To maintain compliance with federal and other funding regulations, Sustainable Food Center requires all partners to meet and/or support all reporting and evaluation practices. SFC aims to keep any reporting or evaluation burdens to a minimum for partners and thus, procedural improvements or changes may be expected.

SFC will work directly with firms in Partner's network that are implementing DUFb to secure monthly reports and described below. Partner will work with implementing firms and SFC to ensure monthly reporting expectations are met. Partner will assist SFC with collection of Annual Descriptive Surveys and intermittent participant-level surveys as described below.

At the time of this agreement signing, reporting and evaluation will include the following:

MONTHLY Firm Data Collection

Implementing firms will provide monthly reports that include Customer Transactions and Vendor Reimbursements for all participating program sites on a Monthly basis. Reporting updates should be completed by the **15th of each month**. At a minimum, data will include:

1. Customer Transaction Data (SNAP incentive distribution)
 - Customer First Name
 - Amount of SNAP distributed or purchased
 - Amount of matching incentives distributed
 - Last 4 digits of EBT card
 - Customer Zip code
 - POS ID (site code) if applicable
2. Vendor Reimbursements
 - Vendor/Business Name
 - Amount of SNAP benefits redeemed
 - Amount of SNAP incentives redeemed
 - Other benefits redeemed (optional)

ANNUAL

In addition to monthly reports, an Annual Descriptive Survey must be completed in the first quarter of each program year for EACH program site with a unique FNS number. A link to the survey will be provided by SFC once available and a survey sample may be provided ahead time upon request.



INTERMITTENT

As part of the comprehensive program evaluation and core data set, Participant Level (Customer) Surveys will be conducted at regular intervals during each program year. Sustainable Food Center partners with external evaluators to design and implement program evaluations. Implementing partners will not be expected to administer customer surveys, however support or assistance to promote and/or recruit may be necessary.

Interviews or Focus Groups with other program stakeholders, such as store managers and other personnel may be requested as part of program evaluation. As with any formal research, participation in this aspect of the study will be entirely voluntary.