

Fiscal Agent Agreement

This Agreement is made this _____ day of October, 2009 between Community Action Agency of Southern New Mexico (CAASN), 3880 Foothills Rd., Suite A, Las Cruces, NM 88011 the "Fiscal Agent" and Southern New Mexico Adolescent and Young Adult Health Consortium (Adolescent Services (AS), the "Sponsored Organization", with its principal office at Community Action Agency of Southern New Mexico, 3880 Foothills Rd., Suite A, Las Cruces, NM 88011 and its operations address c/o Department of Health, Community Wellness, 1170 North Solano St., Suite N, Las Cruces, NM 88001.

Purpose of Agreement

The Sponsored Organization has proposed that the Fiscal Agent enter into an agreement to provide fiscal agent grant management and related financial monitoring services for a period of twelve (12) months beginning on the date listed above. The Sponsored Organization is the steward of funds provided by its funding sources for the services and term included in each grant/contract.

See attached document Adolescent Services 2000-2010 Goals and Objectives for a description of the scope of work of AS during this time period.

The Fiscal Agent has determined that this fiscal agent activity is consistent with its goals and wishes to make arrangements with the Sponsored Organization for its implementation and operation.

The Fiscal Agent hereby agrees to assume administrative, financial, and legal responsibility specific to fiscal agent's duties and responsibilities only for purposes of the requirements of funding organizations. The Fiscal Agent agrees to implement and operate as fiscal agent only, in accordance with the terms of this agreement and with any requirements imposed by funding organizations.

1. The Sponsored Organization shall be operated in a manner consistent with the Fiscal Agent's tax-exempt status and as described in this agreement. No material changes in the purposes or activities of the Sponsored Organization shall be made without prior written permission of the Fiscal Agent and in accordance with any requirements imposed by funding organizations, nor shall the Sponsored Organization carry on activities or use funds in any way that jeopardizes the Fiscal Agent's tax-exempt status.

Sponsored Organization is hereby informed and understands that services and programs it offers to its clients are funded wholly or in part by contracts and grants from public agencies. In the event funding by these groups is altered or terminated, it may require fiscal agent to terminate this agreement through no fault of fiscal agent. Sponsoring Organization is required by fiscal agent to notify its contractors of this termination based on changes in funding. Sponsoring Organization will be solely responsible for prudent management of its funding and expenses.

2. The Sponsored Organization shall not, and shall not permit a third party to attempt to influence legislation or participate or intervene in any political campaign on behalf (or in opposition to) any candidate for public office or otherwise engage in the carrying on of propaganda (within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986).
3. The Sponsored Organization will provide the Fiscal Agent with reports describing programs and services in accordance with the following schedule: Fiscal Agent will receive a copy of all Coordinators Meeting minutes and written reports from the Operations Coordinator monthly. In addition, Fiscal Agent will receive invoices and deposits approved by the Operations Coordinator for processing. Fiscal Agent will administer financial transactions on behalf of the Sponsored Organization only with the prior approval of the Sponsored Organization's designated officer(s).
4. The Sponsored Organization will provide all information and prepare all reports, including interim and final reports, required by funding organizations, with the Fiscal Agent's assistance and final approval.
5. On behalf of the Sponsored Organization, the Fiscal Agent will establish and operate a designated account ("Account") segregated on the Fiscal Agent's books. All amounts deposited into the designated account will be used in its support, less administrative charges, if any, and subject to the conditions set forth below.
6. The Fiscal Agent will disburse funds from the Account in the following manner:

As instructed in writing or via email or fax, on properly filled-out Fiscal Agent vouchers accompanied by required documentation and only as authorized by this agreement. Fiscal Agent must receive original prior to disbursement.

Disbursements will be restricted to the support and implementation of the Sponsored Organization's activities described above and Fiscal Agent administration fee described in Section 10 below.

7. The Sponsored Organization designates its Operations Coordinator to act as authorizing official. The authorizing official shall act as principal coordinator of the Sponsored Organization's daily business with the Fiscal Agent, and shall have authority to sign disbursement requests, except for documents that require signatures of all AS partners as currently defined.
8. The Fiscal Agent and Sponsored Organization will maintain all financial records relating to the organization's activities according to generally accepted accounting principles, retain records as long as required by law, and make records available to auditors as required by law.
9. The Fiscal Agent and the Sponsored Organization will reflect the activities of the Sponsored Organization, to the extent required, on their state and federal government tax returns and financial reports. All disbursements from an Account shall be treated as payments made to or on behalf of the Sponsored Organization to accomplish its stated purposes. The Sponsored Organization will provide the Fiscal Agent with proper documentation to accomplish this.
10. In consideration of the Fiscal Agent's agreement to sponsor the Project, and to cover the Fiscal Agent's expenses in connection with the Project as outlined above, the Project will pay the following fees, charges, and expenses:

