

**NUTRITION EDUCATION AND OBESITY PREVENTION BRANCH  
SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM-EDUCATION**

**Awarded By**

**THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"**

**TO**

**County of Tulare ,**

**hereinafter "Grantee"**

**Implementing the project, "CalFresh Healthy Living Program," hereinafter "Project"**

**GRANT AGREEMENT NUMBER 19-10335**

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

**AUTHORITY:** The Department has authority to grant funds for the Project under Health and Safety Code, Section 131085(a)(b).

**PURPOSE:** The Department shall provide a grant to and for the benefit of the Grantee; the purpose of the Grant is to provide Supplemental Nutrition Assistance Program-Education (SNAP-Ed) allowable nutrition education and obesity prevention activities and interventions for low-income Californians under the CalFresh Healthy Living program. The negative health effects of obesity and resulting chronic diseases, such as heart disease, high blood pressure, diabetes, arthritis, and some forms of cancer are well-documented. Obesity rates continue to grow and remain high among children, adolescents, and adults. The focus of the Project is health promotion and community change efforts to help the CalFresh Healthy Living program target audience establish healthy eating habits and a physically active lifestyle and for primary prevention of disease. The CalFresh Healthy Living program in California offers a comprehensive public health approach that enables partners to work together to prevent obesity and serve California's low-income families. The target audience for the CalFresh Healthy Living program is SNAP-Ed eligible Californians. SNAP-Ed eligible individuals is a label that refers to the SNAP-Ed target audience, specifically SNAP participants and other low-income individuals who qualify to receive SNAP benefits or other means-tested Federal assistance programs. It also includes individuals residing in communities with a significant (50 percent or greater) low-income population.

**GRANT AMOUNT:** The maximum amount payable under this Grant shall not exceed \$2,756,226.00 .

**TERM OF GRANT AGREEMENT:** The term of the Grant shall begin on October 1, 2019, or upon approval of this grant, and terminates on September 30, 2022. No funds may be requested or invoiced for services performed or costs incurred after September 30, 2022.

**PROJECT REPRESENTATIVES.** The Project Representatives during the term of this Grant will be:

<b>Department: California Department of Public Health</b>	<b>Grantee: County of Tulare</b>
Name: Kimmy Casjens, Grant Manager	Name: Cory Silva, Public Health Manager
Address: 1616 Capitol Avenue	Address: 1062 South K. Street
City, ZIP: Sacramento, CA 95814	City, ZIP: Tulare, CA 93274
Phone: (916) 449-5456	Phone: (559) 685-5825
Fax: N/A	Fax: N/A
E-mail: <a href="mailto:kimmy.casjens@cdph.ca.gov">kimmy.casjens@cdph.ca.gov</a>	E-mail: <a href="mailto:csilva1@tularehhsa.org">csilva1@tularehhsa.org</a>

Direct all inquiries to:

<b>Department: California Department of Public Health</b>	<b>Grantee: County of Tulare</b>
Attention: Denise Moore, Project Officer	Attention: Cory Silva, Public Health Manager
Address: 1616 Capitol Avenue	Address: 1062 South K. Street
City, Zip: Sacramento, CA 95814	City, Zip: Tulare, CA 93274
Phone: (916) 449-5448	Phone: (559) 685-5825
Fax: N/A	Fax: N/A
E-mail: <a href="mailto:denise.moore@cdph.ca.gov">denise.moore@cdph.ca.gov</a>	E-mail: <a href="mailto:csilva1@tularehhsa.org">csilva1@tularehhsa.org</a>

Either party may change its Project Representative upon written notice to the other party.

Remittance Address: all payments from CDPH to the Grantee; shall be sent to the following address:

<b>Grantee: County of Tulare</b>
Attention: Jose Ruiz-Salas – Administrative Specialist
Address: 5957 S. Mooney Blvd,
City, Zip: Visalia, CA 93277
Phone: (559) 624-8004
Fax: (559)687-6934
E-mail: <a href="mailto:jrsalas@tularehhsa.org">jrsalas@tularehhsa.org</a>

**STANDARD PROVISIONS.** The following exhibits are attached and made a part of this Grant by this reference:

Exhibit A GRANT APPLICATION  
Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS  
Exhibit C STANDARD GRANT CONDITIONS  
Exhibit D FEDERAL FISCAL YEAR (FFY) 2020-2022 FUNDING APPLICATION PACKAGE  
Including all the requirements and attachments contained therein  
Exhibit E ADDITIONAL PROVISIONS  
Exhibit F FEDERAL TERMS AND CONDITIONS

**GRANTEE REPRESENTATIONS:** The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: \_\_\_\_\_

\_\_\_\_\_  
Kuyler Crocker, Chairman, Tulare County  
Board of Supervisors  
County of Tulare  
2800 W Burrel Ave.  
Visalia, CA 93291

Date: \_\_\_\_\_

\_\_\_\_\_  
Joseph Torrez, Chief  
Contracts Management Unit  
California Department of Public Health  
1616 Capitol Avenue, Suite 74.262  
P.O. Box 997377, MS 1800- 1804  
Sacramento, CA 95899-7377

APPROVED AS TO FORM:

COUNTY COUNSEL

By Dr. Z. L. 9/3/19  
Deputy 2691442

**Nutrition Education and Obesity Prevention Branch**  
**Local Implementing Agency SNAP-Ed Funding Application**  
**FFY 2020 – FFY 2022 (October 1, 2019 – September 30, 2022)**

Send this form by fax or scan and e-mail by 4:00 pm June 29, 2018 to:

Fax: (916) 449-5415

Email: neonbfiscalrequest@cdph.ca.gov

To: Mandy Hauck  
 Contract Operations Section  
 Nutrition Education and Obesity Prevention Branch  
 California Department of Public Health

Please complete the fields below for your Agency:

Project Representative:	Cory Silva
Title:	Public Health Manager
Agency:	Tulare County Health and Human Services Agency
Address:	5957 So. Mooney Blvd Visalia, CA 93277
Telephone:	559624-8000
Email:	Csilva1@tularehhsa.org

Please check the appropriate box that applies to your Agency:

1.	Our Agency intends to participate in the SNAP-Ed program for FFY 2020 - FFY 2022	<input checked="" type="checkbox"/>
2.	Our Agency intends to participate in the SNAP-Ed program for FFY 2020- FFY 2022 and designate the following Agency to participate on our behalf:	
3.	Our Agency does not intend to participate in the SNAP-Ed program for FFY 2020 - FFY 2022	
4.	Other, please explain:	

Please complete the fields below in order to expedite processing of your State Contract:

1.	Does your Agency require a board resolution for a new contract?	Yes, we require this
2.	When are your scheduled board meeting dates between May and September 2019?	Meetings are held twice a month
3.	Does your Agency require the contract be in hand to get on the Agenda?	Yes
4.	When do you need the contract? (i.e. two weeks before, one month before, etc.)	2 months before contract start date

By signing below, your Agency agrees to prepare the required contract documents for this funding application.

Cory Silva  
 Signature of Project Director or Designee

6/6/18  
 Date

Printed Name: Cory Silva

**Nutrition Education and Obesity Prevention Branch  
FFY 2020-2022 SNAP-Ed LHD Application Checklist**

DATE OF SUBMISSION	May 16, 2019
ORGANIZATION NAME	County of Tulare
AGREEMENT NUMBER	19-10335

Plan Submission Contact Name: Jose Ruiz-Salas	Phone Number: (559) 624-8004
E-mail Address: jrsalas@tularehhsa.org	

The following documents must be completed and submitted with this Application Checklist. Email all completed application components by the due dates below to [NEOPBfiscalrequest@cdph.ca.gov](mailto:NEOPBfiscalrequest@cdph.ca.gov). The FFY 2020 Budget, the FFY 2020-2022 Site List, and FFY 2020-2022 Integrated Work Plan are to be completed within the California Department of Social Services' SNAP-Ed SharePoint Site based on CA SNAP-Ed submission deadlines.

**APPLICATION CONTENTS:**

**Due by June 29, 2018**

**Please Check**

Letter of Intent



~~**Due by November 30, 2018**~~

~~**Please Check**~~

~~Programmatic Projections Form~~

~~**Due by February 28, 2019**~~ **March 15, 2019**

**Please Check**

Plan Submission Checklist



Programmatic Projections Form



Grantee Information Form (GIF)



Letter of Agreement (if applicable)



CA SNAP-Ed In-State Travel Form (if applicable)



CA SNAP-Ed Out-of-State Travel Form (if applicable)



Non-Disparagement Certification

FFY 2020-2022 Integrated Work Plan



FFY 2020 Budget Workbook



~~Due by April 1, 2019~~

Please Check

~~FFY 2020 Budget Workbook~~

## FFY 2020-2022 CalFresh Healthy Living LHD Programmatic Projections Form

Complete and return to [neopbfiscalrequest@cdph.ca.gov](mailto:neopbfiscalrequest@cdph.ca.gov) by April 2, 2019.

County Name:	Tulare
Funded amount: (Based on CDPH FFY 2020-2022 SNAP-Ed LHD Funding Projections )	\$918,742
Grant #: (To be completed by CDPH.)	19-10335

Complete the following information based on the LHD Scope of Work Funding Tier referenced below and found on pg. 8 of the FEDERAL FISCAL YEAR (FFY) 2020-2022 FUNDING APPLICATION PACKAGE (Addendum 2) part of the overall California Department of Public Health's Supplemental Nutrition Assistance Program Education LHD Funding Application and based on the LHD PSE Strategies table located on pg.7 of the FFY 20-22 SNAP-Ed Local Health Departments Programmatic Priorities (Addendum 2):

<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 3</u>	<u>Tier 4</u>	<u>Tier 5</u>
LHDs projected to receive a budget allocation of \$150,000 annually	LHDs projected to receive a budget allocation \$150,001 - \$399,999 annually	LHDs projected to receive a budget allocation \$400,000 - \$839,999 annually	LHDs projected to receive a budget allocation \$840,000 - \$3,999,999 annually	LHDs projected to receive a budget allocation above \$4,000,000 annually
Minimum 2 PSE Levels (Site + 1 other) and 1 PSE Strategy	Minimum 2 PSE Levels (Site + 1 other) and 2 PSE Strategies	Minimum 2 PSE Levels (Site + 1 other) and 3 PSE Strategies	Minimum 3 PSE Levels and 4 PSE Strategies	Minimum 3 PSE Levels and 5 PSE Strategies
Minimum 1 Domain: LEARN	Minimum 2 Domains: LEARN + 1 additional Domain	Minimum 2 Domains: LEARN + 1 additional Domain	Minimum 3 Domains: LEARN + 2 additional Domains	Minimum 4 Domains: LEARN + 3 additional Domains
All tiers have the option to exceed the minimum expectations within priority Domains and PSE Strategies				

# FFY 2020-2022 CalFresh Healthy Living LHD Programmatic Projections Form

Funding Tier	Total number of Domains selected	Total number of PSE Strategies selected	Total number of PSE Levels selected
4	3	6	3

Required <b>LEARN</b> Domain Setting(s) [fill in <b>ECE</b> and/or <b>Schools (K-12)</b> ]:	LEARN ECE and Schools (K-12)
PSE Strategy name(s):	Nutrition Standards, Behavioral Economics, Daily Quality Physical Activity
PSE Level(s):	Site level, Organizational level

Name of 2nd Domain (if applicable):	SHOP
Setting name(s):	Food Banks, Food Stores, Farmer's Markets
PSE Strategy name(s):	Behavioral Economics, Access to Healthy Foods, Increasing Access to and Utilization of Farmer's Markets
PSE Level(s):	Site level, Community level

Name of 3rd Domain (if applicable):	PLAY
Setting name(s):	Parks and Open Spaces
PSE Strategy name(s):	Access to Physical Activity Opportunities, Nutrition Standards, Daily Quality Physical Activity
PSE Level(s):	Community level



## FFY 2020-2022 CalFresh Healthy Living LHD Programmatic Projections Form

Name of 4th Domain (If applicable):	
Setting name(s):	
PSE Strategy name(s):	
PSE Level(s):	

Name of 5th Domain (If applicable):	
Setting name(s):	
PSE Strategy name(s):	
PSE Level(s):	

[illegible]

## Exhibit A2

## Nutrition Education and Obesity Prevention Branch

## Grantee Information Form (GIF)

For LHDs Only

Date Form Completed: May 16, 2019

Organization	This is the information that will appear on your grant agreement cover.	
	Federal Tax ID #	94-60000545 Grant# 19-10335
	Name	County of Tulare Health and Human Services Agency
	Mailing Address	221 S. Mooney Blvd, Visalia, CA 93291
	Street Address (If Different)	
	County	Tulare
	Phone	(559) 624-8000 Fax (559) 713-3019
	Website	www.tularehhsa.org
Grant Signatory	The <b>Grant Signatory</b> has authority to sign the grant agreement cover.	
	Name	Kuyler Crocker
	Title	Chairman, Tulare County Board of Supervisors
	<b>If address(es) are the same as the organization above, just check this box and go to Phone</b> <input type="checkbox"/>	
	Mailing Address	2800 W Burrel Ave, Visalia, CA 93291
	Street Address (If Different)	
	Phone	(559) 636-5000 Fax (559) 733-6898
Email	jrsalas@tularehhsa.org	
Project Director	The <b>Project Director</b> is responsible for all of the day-to-day activities of project implementation and for seeing that all grant requirements are met. This person will be in contact with NEOPB staff, will receive all programmatic, budgetary, and fiscal correspondence for the project and will be responsible for the proper dissemination of program information.	
	Name	Cory Silva
	Title	Public Health Manager
	<b>If address(es) are the same as the organization above, just check this box and go to Phone</b> <input type="checkbox"/>	
	Mailing Address	1062 S K St, Tulare, CA 93274
	Street Address (If Different)	
	Phone	(559) 685-5825 Fax
Email	CSilva1@tularehhsa.org	

Revised: 3/26/2014

# Exhibit A2

## Nutrition Education and Obesity Prevention Branch

### Grantee Information Form (GIF)

For LHDs Only

Payment Receiver	All payments are sent to the attention of this person at the designated address.	
	Name	José Ruiz-Salas
	Title	Administrative Specialist
	<i>If address(es) are the same as the organization above, just check this box and go to Phone</i> <input type="checkbox"/>	
	Mailing Address	5957 S. Mooney Blvd, Visalia, CA 93277
	Street Address (If Different)	
	Phone	(559) 624-8004
Email	jrsalas@tularehhsa.org	
Fiscal Reporter	The <b>Fiscal Reporter</b> prepares invoices, maintains fiscal documentation and serves as the primary contact for all related questions.	
	Name	José Ruiz-Salas
	Title	Administrative Specialist
	<i>If address(es) are the same as the organization above, just check this box and go to Phone</i> <input checked="" type="checkbox"/>	
	Mailing Address	
	Street Address (If Different)	
	Phone	(559) 624-8004
Email	jrsalas@tularehhsa.org	
Fiscal Signatory	The <b>Fiscal Signatory</b> has signature authority for invoices and all fiscal documentation reports.	
	Name	Robert Stewart
	Title	Director of Fiscal Operations
	<i>If address(es) are the same as the organization above, just check this box and go to Phone</i> <input checked="" type="checkbox"/>	
	Mailing Address	
	Street Address (If Different)	
	Phone	(559) 624-8095
Email	rstewart@tularehhsa.org	
Districts	List the all <b>numbers</b> that your organization is under.	
		Number
	Assembly	23 & 26
	Senate	8, 14, 16
	Congressional	21, 22, 23

Revised: 3/26/2014

**Nutrition Education and Obesity Prevention Branch  
Non-Disparagement Certification and Agreement not to distribute  
Manufacturer's or Store (cents off) coupons**

Tulare County NEOP Program

We certify that \_\_\_\_\_ will not use nutrition education materials, resources and/or curriculum in our Supplemental Nutrition Assistance Program Education (SNAP-Ed) interventions that have messages that convey negative written, visual or verbal expressions about any specific brand of food, beverage, or commodity or that are not consistent with the latest version of the *Dietary Guidelines for Americans*. Such messaging about specific brands is not an acceptable part of the SNAP-Ed Plan (SNAP-Ed Guidance (3/31/2015) pg. 8-9). We also agree not to distribute manufacturer's or store (cents off) coupons during SNAP-Ed classes or events. (SNAP-Ed Guidance 3/31/2015) pg. 70).

☒ By checking this box, you are certifying that the Non-Disparagement Certification and Agreement not to distribute Manufacturer's or Store (cents off) coupons is not applicable to your Agency.

Certified By:

Cory Silva, Public Health Manager

**SNAP-Ed Project Director Name & Title**

Cory Silva

Digitally signed by Cory Silva  
DN: cn=Cory Silva, o=ou,  
email=csilva1@tularephhsn.org, c=US  
Date: 2019.06.05 15:23:59 -0700

**SNAP-Ed Project Director Signature**

6/5/19

**Date**

Cecilia Herrera, Division Manager

**Supervisor Name & Title**

Tulare County Public Health Branch

**Agency Name**

19-10335

**SNAP-Ed Grant/Contract Number**

**Exhibit B**  
**Budget Detail and Payment Provisions**

**1. Invoicing and Payment**

- A. Upon completion of project activities as provided in Exhibit A Grant Application, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the costs specified herein.
- B. Invoices shall include the Grant Number and shall be submitted not more frequently than monthly in arrears to:

Kimmy Casjens, Grant Manager  
California Department of Public Health  
Nutrition Education and Obesity Prevention Branch  
[neopbfiscalrequest@cdph.ca.gov](mailto:neopbfiscalrequest@cdph.ca.gov)

C. Invoices shall:

- 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
- 2) Bear the Grantee's name as shown on the Grant.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act 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 shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

**3. Prompt Payment Clause**

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Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**4. Amounts Payable**

- A. The amounts payable under this Grant shall not exceed \$2,756,226.00.
- B. Payment allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and/or goods are received.

**Exhibit B**  
**Budget Detail and Payment Provisions**

**5. Timely Submission of Final Invoice**

- A. A final undisputed invoice shall be submitted for payment no more than sixty (60) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice must be clearly marked "**Final Invoice**", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

**6. Travel and Per Diem Reimbursement**

Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by the California Department of Human Resources (CalHR).

## EXHIBIT C

### STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained
  2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.
  3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.
  4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.
  5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
  6. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.
- 
7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
  8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

- 9. INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
- 10. INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
- 11. MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
- 12. NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third-party as a beneficiary of this Grant or the project.
- 13. NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
- 14. PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.
- 15. RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).
- A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
  - B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
  - C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
  - ~~D. Establish an accounting system which will adequately depict final total costs of the~~  
Project, including both direct and indirect costs; and,
  - E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- 16. RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.



**17. RIGHTS IN DATA:** Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

**18. VENUE:** The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

**19. STATE-FUNDED RESEARCH GRANTS:**

- A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).
- B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):
  - 1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.
  - 2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.
  - 3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

- 4) For publications other than those described in paragraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.
- 5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

## EXHIBIT D

### FEDERAL FISCAL YEAR (FFY) 2020-2022 FUNDING APPLICATION PACKAGE

*Supplemental Nutrition Assistance Program Education Guidance*

*California Department of Public Health*

*Nutrition Education and Obesity Prevention Branch*

~~Addendum 2 Released December 10, 2018~~

~~Addendum 3 Released March 18, 2019~~

**Applications due on April 2, 2019**

~~March 15, 2019~~

Nutrition Education and Obesity Prevention Branch  
California Department of Public Health  
1616 Capitol Avenue, Suite 74.516  
PO Box 997377, MS 7204  
Sacramento, CA 95899



This material was produced by the California Department of Public Health's Nutrition Education and Obesity Prevention Branch with funding from USDA SNAP-Ed, known in California as CalFresh. These institutions are equal opportunity providers and employers. CalFresh provides assistance to low-income households and can help buy nutritious food for better health. For CalFresh information, call 1-877-847-3663.

## **TIMELINE**

DATE	ACTIVITY
May 31, 2018	Funding Application Package released on website
June 14, 2018	Informational Teleconference (All LHD Call) at 2:00pm (PST)
June 29, 2018	Mandatory, non-binding Letter of Intent due by email to <a href="mailto:NEOPBfiscalrequest@cdph.ca.gov">NEOPBfiscalrequest@cdph.ca.gov</a> by 4:00pm (PST).
March 15, 2018	<del>Application due (Integrated Work Plan, Budget, and Programmatic Projections Form)</del>
<del>April 2, 2019</del>	<del>Application due (Integrated Work Plan and Programmatic Projections Form)</del>
<del>April 22, 2019</del>	<del>FFY 2020 Budget Workbook due</del>
September 30, 2019	Notification of Award letter sent to all applicants
October 1, 2019	Grant Agreement begins

### **Please note:**

**Application funding is subject to change at any time as a result of changes in Federal or State program funding amendments.**

**Applicants must check the CDPH-NEOPB Website frequently for any Funding Application addenda, which includes additional application information.**

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**Supplemental Nutrition Assistance Program Education (SNAP-Ed)  
Funding Application Package FFY 2020-2022**

**I. INTRODUCTION**

Overall Purpose of Funding Application

The Nutrition Education and Obesity Prevention Branch (NEOPB) of the California Department of Public Health (CDPH) is soliciting applications from all Local Health Departments (LHDs) to provide SNAP-Ed allowable nutrition education and obesity prevention activities and interventions for low-income Californians. The negative health effects of obesity and resulting chronic diseases, such as heart disease, high blood pressure, diabetes, arthritis, and some forms of cancer are well-documented. Obesity rates continue to grow and remain high among children, adolescents, and adults. The focus of SNAP-Ed is health promotion to help the SNAP-Ed target audience establish healthy eating habits and a physically active lifestyle and for primary prevention of disease. SNAP-Ed in California through CDPH-NEOPB offers a comprehensive public health approach that enables partners to work together to prevent obesity and serve California's low-income families. The target audience for SNAP-Ed is SNAP-Ed eligible Californians. SNAP-Ed eligible individuals is a label that refers to the SNAP-Ed target audience, specifically SNAP participants and other low-income individuals who qualify to receive SNAP benefits or other means-tested Federal assistance programs. It also includes individuals residing in communities with a significant (50 percent or greater) low-income population. The term "means-tested Federal assistance programs" for the purposes of this Guidance is defined as Federal programs that require the income and/or assets of an individual or family to be at or below 185 percent of the Federal Poverty Guidelines in order to qualify for benefits. There may be additional eligibility requirements to receive these programs, which provide cash and noncash assistance to eligible individuals and families.

California SNAP-Ed is administered by the California Department of Social Services (CDSS) as the oversight agency. CDSS oversees its State Implementing Agencies that consist of the California Department of Public Health (CDPH), University of California CalFresh Nutrition Education Program (UC CalFresh), California Department of Aging (CDA), and Catholic Charities of California, Inc. (CCC). Collectively, these state-level agencies represent the California's five SNAP-Ed State Implementing Agencies (SIAs). SIAs oversee the implementation of local SNAP-Ed programs and services by providing directives, support, and guidance to their respective Local Implementing Agencies (LIAs). As a result of California's state and local structure for SNAP-Ed, services are provided in all but one county in the state (57 of 58 counties).

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This application begins the process by which CDPH-NEOPB will prepare a three-year State Plan for SNAP-Ed in collaboration with CDSS and partnering SIAs. The CDPH-NEOPB authority for these grant agreements is vested in the Federal-Healthy Hunger-Free Kids Act of 2010 which established the Nutrition Education and Obesity Prevention Grant Program for eligible low-income individuals. The services in these grant agreements are classified as direct services based on the funding authority. The services have been identified as 100% local assistance funding in our agency's budget

and meet the conditions of State Contracting Manual 3.17. The Grantee will provide nutrition education and conduct obesity prevention activities for SNAP-Ed eligible families. The SNAP-Ed programmatic focus is outlined in the current United States Department of Agriculture (USDA) SNAP-Ed Guidance. The California SNAP-Ed program administered through CDSS is 100 percent federally-funded through the USDA.

## **II. GENERAL INFORMATION**

### **A. Funding Application Purpose and Objective**

CDPH-NEOPB is issuing a funding application request to LHDs or their designated non-profit (classified as 501(c) (3) tax exempt under the Internal Revenue Code) for a three-year grant period from October 1, 2019 to September 30, 2022. CDPH-NEOPB employs a Local Health Department funding model for SNAP-Ed service delivery, and the promotion and protection of health among California's diverse communities. LHDs are sought for their leadership in the practice of public health and policy development. The LHD model of CDPH-NEOPB is endorsed by the United States Department of Agriculture, Western Regional Office (USDA/WRO). Funding for each county is based on the county's portion of Californian's total SNAP-Ed eligible population. Approximately \$51 million is available annually, pending annual funding allocations from USDA and CDSS, and final approval from the USDA/WRO.

The overall objective is to award funding for work with SNAP-Ed eligible participants to provide evidenced based nutrition education interventions and activities related to improving the nutrition related environment. The target population of the interventions is SNAP-Ed eligible Californians with annual household incomes at or below 185 percent of the Federal Poverty Level (FPL). LHDs are expected to target low-income (i.e.  $\geq 50\%$  of persons with household incomes of  $\leq 185\%$  of the Federal Poverty Guidelines) and populations who are disproportionately impacted by obesity and chronic diseases related to diet and physical activity. LHDs in counties with ethnic minorities that meet SNAP-Ed qualifications should target interventions for that population in a culturally appropriate manner. In addition, USDA SNAP-Ed has strongly encouraged focusing on women and children in low-income households, to increase the greatest potential impact. Additional audience segments may be the focus of interventions and activities based on a needs assessment.

The priorities for this funding are to: 1) increase access to and consumption of healthy foods and beverages, with an emphasis on increasing consumption of water; 2) decrease access to and consumption of less healthy foods and beverages, with an emphasis on decreasing consumption of Sugar Sweetened Beverages (SSBs); 3) and increase physical activity. All interventions and activities funded through this application must conform to the guidelines set forth in the USDA SNAP-Ed Plan Guidance requirements.

Besides individual and group nutrition education, allowable uses of the funding include comprehensive, multi-level interventions at multiple complementary organizational and institutional levels and community and public health approaches to improve nutrition. All messaging must be consistent with the Dietary Guidelines for Americans (DGA)/MyPlate and cannot include any disparaging language about specific foods, brands or commodities.



## **B. Funding Amount Timeframe**

Approximately \$51M is available each year to fund all Local Health Departments or their designee. Projected funding amounts can be viewed in Attachment 17: FFY2020-2022 SNAP-Ed LHD Funding Projections. Final funding allocation per Local Health Department or their designee will be provided after all Letters of Intent are submitted. The grant period begins on October 1, 2019. Funding for the grants is contingent on the continued availability of annual funds through the California State SNAP-Ed Plan, and subject to USDA SNAP-Ed Plan Guidance requirements.

Successful applicants awarded a grant agreement as a result of this Funding Application Package will be eligible for a three-year grant agreement, beginning on October 1, 2019 and ending September 30, 2022.

Applicants shall submit a three-year Integrated Work Plan (IWP) for Federal Fiscal Year (FFY) 2020 (October 1, 2019-September 30, 2020), FFY 2021 (October 1, 2020-September 30, 2021), and FFY 2022 (October 1, 2021-September 30, 2022) as a part of the California SNAP-Ed IWP submittal process led by CDSS. Applicants shall submit one budget worksheet for FFY 2020. Detailed budgets for FFY 2021 and 2022 will be collected annually through the annual State Plan process. The three-year grant agreement will be for the total cumulative amount projected for LHD funding for FFY 2020-2022 (reference Attachment 17: FFY2020-2022 SNAP-Ed LHD Funding Projections).

## **C. Reporting Income Targeting Data**

All CDPH-NEOPB-funded programs must provide income targeting data for the populations that are served with USDA SNAP-Ed funding. The income targeting data source will verify that the target audience meets the USDA SNAP-Ed funding guidelines, which is at or below 185% Federal Poverty Level (FPL). The CDPH-NEOPB Geographic Information System (GIS) mapping tool is available to assist in identifying qualifying census tract data. Submit targeting information on the SNAP-Ed FFY 2020-2022 Site List (Form 4).

## **D. Who May Apply**

Applicants must be California Local Health Departments or a Local Health Department's designated agency; that meet all of the following criteria:

- Operate within the county they authorize to serve;
- Provide proof of non-profit status as part of the response to the Funding Application Request (for example, a copy of your signed 501(c)(3) IRS form);
- Address nutrition education and obesity prevention strategies through policy, systems, and environmental strategies, when and where applicable; including promoting access to healthy food;
- Demonstrate experience or capacity to provide SNAP-Ed services to identified eligible individuals and families;
- Collaborate and coordinate with partners representing the diverse assets and needs of community, including addressing and promoting the following efforts: food

security, anti-hunger, economic development, health disparities, and local food systems; and

- Possess the capacity to adhere to the contractual, fiscal, and program reporting requirements of CDPH-NEOPB and USDA.

#### **E. Informational Teleconference Call**

An Informational Teleconference call is scheduled on Thursday, June 14, 2018 at 2:00 pm as a part of the June 2018 CDPH-NEOPB All LHD Call. The purpose of the teleconference is to review the information in this Funding Application Package and answer any questions applicants have regarding the application process. CDPH-NEOPB will update the Funding Application Package if necessary and indicate any such changes or updates. The Funding Application Package will serve as the final answer to questions should there be a discrepancy in responses between the Funding Application Package and the teleconference call. Refer to Section II. General Information, H. Information, Addenda or Changes for more information.

#### **F. Mandatory, Non-Binding Letter of Intent**

CDPH-NEOPB must receive a mandatory, non-binding Letter of Intent from all applicants by 4:00 pm (PST) on June 29, 2018. See Section III. Application Instructions, A. Mandatory, Non-Binding Letter of Intent for more information.

#### **G. Submission of Application**

CDPH-NEOPB reserves the right to reject any or all applications and/or cancel the grant agreement made under this funding application request. Acceptance of an application is subject to negotiations of an agreement between CDPH-NEOPB and the applicant organization.

All materials submitted in response to this Funding Application Package will become the property of CDPH-NEOPB at the time the application is received.

All applicants agree that in submitting an application they authorize CDPH-NEOPB to verify any or all claimed information.

All applications must be complete when submitted. CDPH-NEOPB reserves the right to contact applicants during any application evaluation phase to clarify the content of the application and negotiate changes.

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#### **Submission of an application will be considered as a representation that:**

- The lead organization and any subcontractor(s) have carefully investigated all conditions which affect, now and in the future, the performance of the work covered by the application;
- The lead organization and any subcontractor(s) are fully informed concerning the conditions to be encountered, quantity and quality of work to be performed; and
- The lead organization and any subcontractor(s) are familiar with all federal and

state laws that affect the work to be conducted and the persons employed in the work.

#### **H. Information, Addenda, or Changes**

If any clarifications or modifications to this Funding Application Package are necessary, all questions and answers, addenda, or changes will be posted on the **CDPH-NEOPB Website**.

It is the responsibility of applicants to check the website frequently to keep updated regarding clarifications or changes to the Funding Application Package.

#### **I. Grant Agreement Award Process**

Awarded Grant Agreements will be executed by September 30, 2019 for work to begin on October 1, 2019. CDPH-NEOPB reserves the right to fund any or none of the applications submitted.

Awards will be made to Local Health Departments, or their designee whose applications are determined to be technically complete, whose professional qualifications and experience meet the terms of the Funding Application Package. The selection process may include a request for additional information to support the application. In addition, telephone interviews and/or site visits may take place between the selection processes, grant agreement negotiations, and grant agreement award dates.

### **III. APPLICATION INSTRUCTIONS**

#### **A. Mandatory, Non-binding Letter of Intent**

Prospective applicants who intend to submit an application are required to indicate their intention to submit an application. Failure to submit the mandatory, non-binding Letter of Intent will result in application rejection. The mandatory Letter of Intent is non-binding and prospective applicants are not required to submit an application merely because a Letter of Intent is submitted. Use the Letter of Intent form found in section V. Forms and Attachments.

##### **Submitting a Mandatory, Non-Binding Letter of Intent**

The mandatory, non-binding Letter of Intent must be received by 4:00pm (PST) on June 29, 2018. See Section V. Forms and Attachments for letter template.

Submit the Letter of Intent via email to the attention of Melissa Relles at the email address listed below.

##### **Letter of Intent**

Subject Line: Letter of Intent: CDPH-NEOPB SNAP-Ed Funding Application FFY 2020-2022

Attention: Melissa Relles

Email: [NEOPBfiscalrequest@cdph.ca.gov](mailto:NEOPBfiscalrequest@cdph.ca.gov)

#### **B. Application Content**

The Funding Application Package is available on the [CDPH-NEOPB Website](#).

Any application that does not comply with these requirements will be considered non-responsive and will not be reviewed. A checklist, found in Section V. Forms and Attachments, SNAP-Ed FFY 2020-2022 Application Checklist, is provided to assist with submitting a complete application in a coordinated order.

LHDs should reference Attachment 18: Local Health Department Deliverables when submitting application materials to ensure all deliverables can be met.

### C. Description of Each Section of the Application

#### 1. Programmatic Projections Form – NEW THIS YEAR!

To support local and state level planning and programming, all LHDs are required to complete the Programmatic Projections Form to accompany application by ~~April 2, 2019~~ March 15, 2019. The form will provide a high-level snapshot of individual LHD work inclusive of work planned for projected numbers of Domains, Settings, and Policy, Systems, and Environmental Change (PSE) Strategies. Use the Programmatic Projections Form located in Section V. Forms and Attachments.

#### 2. Programmatic Priorities

LHDs will use the FFY 2020-2022 California SNAP-Ed Programmatic Priorities to guide the development of LHD specific activities. The minimum work expected per LHD is dependent upon the projected base funding amounts for FFY 2020, and the enactment of the Healthy Hunger-Free Kids Act of 2010. In addition, the depth, complexity, number of activities and interventions that LHDs propose from the Programmatic Priorities, as well as the number of Domains and Settings in which the LHD works, should be appropriate for and align with each LHD's funding level. The following table details the work LHDs must complete based on Funding Tier:

**Table 1: LHD components of the local Integrated Work Plan Funding Tier**

<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 3</u>	<u>Tier 4</u>	<u>Tier 5</u>
LHDs projected to receive a budget allocation of \$150,000 annually	LHDs projected to receive a budget allocation \$150,001 - \$399,999 annually	LHDs projected to receive a budget allocation \$400,000 - \$839,999 annually	LHDs projected to receive a budget allocation \$840,000 - \$3,999,999 annually	LHDs projected to receive a budget allocation above \$4,000,000 annually
Minimum 2 PSE Levels (Site + 1 other) and 1 PSE Strategy	Minimum 2 PSE Levels (Site + 1 other) and 2 PSE Strategies	Minimum 2 PSE Levels (Site + 1 other) and 3 PSE Strategies	Minimum 3 PSE Levels and 4 PSE Strategies	Minimum 3 PSE Levels and 5 PSE Strategies
Minimum 1 Domain: LEARN	Minimum 2 Domains: LEARN + 1 additional Domain	Minimum 2 Domains: LEARN + 1 additional Domain	Minimum 3 Domains: LEARN + 2 additional Domains	Minimum 4 Domains: LEARN + 3 additional Domains
All tiers have the option to exceed the minimum expectations within priority Domains and PSE Strategies				

Refer to Section V. Forms and Attachments, Attachments 16-17 for additional information regarding FFY 2020-2022 SNAP-Ed Local Health Department Programmatic Priorities and FFY 2020-2022 SNAP-Ed LHD Funding Projections.

### 3. Site List

CDPH-NEOPB SNAP-Ed funded programs must provide income targeting data for the populations that are served with USDA SNAP-Ed funding. The incometargeting data source will verify that proposed SNAP-Ed services are being provided in approved settings and communities and the primary audience members have annual household incomes at or below 185 percent of the Federal Poverty Level (FPL). CDPH-NEOPB requires LHDs to submit a completed SNAP-Ed FFY 2020-2022 Site List (Site List) as part of the FFY 2020-2022 Funding Application Package to indicate the sites/locations where applicants plan to conduct SNAP-Ed activities as part of their CDPH-NEOPB grant agreements. The Site List should be comprehensive and include only the sites in which applicants plan to conduct SNAP-Ed activities over the three-year term of the grant agreement as noted in their FFY 2020-2022 Integrated Work Plans(IWP).

The Site List is a snapshot of the sites in which SNAP-Ed activities are occurring and provides information about each CDPH-NEOPB SNAP-Ed-funded program for the California State SNAP-Ed Plan, facilitates collaboration among LHDs and other partners, and is used to respond to inquiries and questions asked by other State agencies and partners. The Site List will be submitted annually as part of the annual State Plan and will include site changes made by LHDs during each designated fiscal year.

The Site List provides a place for applicants to enter information to verify sites have been qualified by an Approved Targeting Methodology. USDA/WRO has verified the following Approved Traditional Targeting Methodologies:

- **Census Tract/Census Block Group Data:** Census tract areas or Census Block Groups and other defined areas where at least 50 percent of persons have gross incomes that are equal to or less than 185 percent of the Federal Poverty Level (FPL). CDPH-NEOPB has provided the most current American Communities Survey (ACS) datasets in a modified, user-friendly format in Attachments **7-10b: ACS 2011-2016** 4-10: ACS 2010-2016 Census Tracts and Census Block Groups and **ACS 2013-2017 Census Tracts and Census Block Groups as they become available.**

- Applicants are required to use the most current ACS data to qualify eligible census tracts at or below 185 of the FPL. Intervention sites may qualify by census tract or census blocks. If the intervention site does not qualify by census tract, census block data may be used.
- For the purpose of completing the Site List as part of the FFY 2020-2022 Funding Application Package, the following three most current ACS datasets are available for use in qualifying and adding new sites to the Site List: ACS 2010-2014, ACS 2011-2015, and ACS 2012-2016, **ACS 2013-2017**. New qualifying ACS datasets may become available each fiscal year and a list of the most current datasets can be

found on the CDSS SNAP-Ed SharePoint.

- When adding sites to the Site List, applicants are encouraged to use the most current datasets first for qualifying sites, then moving to the next listed datasets only if sites do not qualify under the more current data.
  - If the SNAP-Ed activity is targeting a specific race/ethnicity, then a specific race/ethnicity may be used to qualify the site. The ACS datasets noted above may be used in those instances. To use this data, the site must have at least 50 percent of the identified audience fall within the selected race/ethnicity category and this race/ethnicity category must be checked off in Section A: Overview, 3b. Target Audience, Ethnicity and Race in the agency's FFY 2020-2022 IWP.
  - The CDPH-NEOPB Geographic Information System (GIS) mapping tool. GIS mapping system may be used to identify eligible census tracts for intervention sites as well.
- **Free and Reduced Price Meal (FRPM) Percentage Data:**  
Schools where at least 50 percent of children in the school receive free and reduced priced meals are considered eligible. All school sites qualified by FRPM or Child and Adult Care Food Program (CACFP) data must be entered on the FRPM Percentage Data Sheet. CDPH-NEOPB has provided the most current FRPM Data from the California Department of Education (CDE) in a modified, user-friendly format in Attachment 3: FRPM 2017-2018.
    - If a school site cannot be qualified using the FRPM data provided and more current FRPM data for the school site would qualify the school, the Food Service Director of the site may be contacted to obtain the most current FRPM data. If the more recent Food Service data qualifies the school site, this information must be included on the Site List. The backup documentation from the Food Service Director (email, letter) verifying the more recent data must be kept on file by the LHD and be made available upon request.
    - If a school cannot be qualified by FRPM or CACFP data, another option is to qualify the school location by census tract using the Census Tract Data methodology as noted above.
  - **Means-Tested Settings:** Means-Tested Settings are qualified by the population they serve and not by their physical location. These sites offer a high likelihood of reaching individuals eligible for SNAP-Ed. No additional income targeting data is needed for these delivery sites unless otherwise noted. A list of Means-Tested Settings can be found within Attachment 12: USDA WRO Targeting Methodologies Summary.

If a site cannot be qualified by the Approved Traditional Targeting Methodologies referenced above, alternative methods may be considered. A list of proposed Alternative Methods for qualifying sites is compiled on an annual basis and submitted to USDA/WRO as part of the SNAP-Ed State Plan process. If an Alternative Method is used to qualify a site, additional supporting documentation is required to justify the methodology and to show it will yield superior results to Traditional Methodologies in terms of serving the low-income

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population. Alternative Methodologies require approval from USDA/WRO before SNAP-Ed interventions can occur in these sites. Once approved, all documentation must be kept on file by the LHD and made available upon request. Complete instructions on qualifying a site using an Alternative Targeting Methodology are available on the CDSS SNAP-Ed SharePoint site within the SNAP-Ed Site Change Notification Process Instructions for Alternative Methodologies document.

The qualified Alternative Targeting Methodologies are compiled each fiscal year into the USDA/WRO Targeting Methodologies Summary and posted on the CDSS SNAP-Ed SharePoint site for reference. A list of current USDA/WRO Targeting Methodologies can be found in Attachment 12: USDA WRO Targeting Methodologies Summary.

Per USDA and CDSS guidance, more than one Local Implementing Agency (LIA) (e.g., CDPH, CDA, UC CalFresh, CCC, and CDSS) may deliver Direct Education (DE) interventions at the same site provided they are working with a different target audience and with the understanding that only one LIA is reporting the reach for the DE audience. A qualified site can have multiple DE interventions with separate and distinct audiences, implemented by the same or different LIA(s), as long as each LIA serves a different target audience and there is only one DE intervention for each target audience. With regards to the DE intervention strategies, State Implementing Agencies (SIAs) are required to track and report unduplicated participants and contacts in the Education and Administrative Reporting System (EARS) form.

A qualified site can have a mix of strategies and work plan activities conducted at the same site and potentially at the same time. However, the mix of strategies and activities can include only one DE activity bundle per target audience per site as noted above. It is possible to include one or more additional PSE strategies and activities regardless of the target audience. For example, a mix of PSE change activities could be implemented by more than one LIA across multiple IWP activity categories and target audiences at the same site to ensure a collaborative and comprehensive approach is received at the site. LIAs are expected to collaborate and coordinate during the development of their IWPs to ensure there are no duplicative activities at the same site. It is important to stress that all SNAP-Ed activities should be complementary, collaborative, and comprehensive in approach and should be conducted to strengthen the overall SNAP-Ed work within the jurisdiction. For more information, refer to CDSS SNAP-Ed Program Directive 17-03: California's SNAP-Ed Site Utilization Policy and Procedure.

Complete instructions for the Site List will be provided along with the final Site List template as posted on the Resources Page on the CDSS SNAP-Ed SharePoint Site.



#### **4. Budget**

A budget workbook for FFY 2020 outlining the projected cost of the LHD component of the local SNAP-Ed IWP must be submitted by April 22, 2019 ~~March 15, 2019~~. A budget template will be provided for applicant use (FFY 2020 Budget will be posted on CDSS SNAP-Ed SharePoint site).

Detailed instructions for completing the budget workbook will be available on the CDSS SNAP-Ed SharePoint site. Additional information and resources are available within the CDPH-NEOPB Administrative Guidelines Manual (AGM).

Grantees must adhere to USDA, CDSS, and CDPH-NEOPB deadlines in order to meet required timely submission of the California SNAP-Ed State Plan and supporting grant and deliverables. Failure to comply with the timeline will cause lengthy delays in the contracting process or loss of the opportunity to receive an agreement with CDPH-NEOPB.

In addition, Grantees will be required to adhere to the CDPH-NEOPB AGM and any Program Letters throughout the year.

#### **5. Subgranting**

Subgranting is an expectation and CDPH-NEOPB expects LHDs receiving over \$400,000 annually to subgrant at least 30% of their total budget to adequately and appropriately reach each county's diverse population. Subgrantees should be chosen based on their ability to complete the LHD components of the local Integrated Work Plan working with school-based organizations (SBOs), community based organizations (CBOs), and local cities with a high proportion of low-income Californians

#### **6. Staffing**

The size and expertise of the LHD staff will depend in large part on the funding level. Language-specific and cultural competencies are needed for reaching California's diverse population, along with skills in marketing, health promotion, community engagement, business, organizational-level and community-level public health approaches. It is recommended that LHD staff reference the tier-based Core Competencies for Public Health Professionals when staffing appropriate SNAP-Ed funded positions. Funded LHDs are expected to meet the following staffing positions and/or expertise:

- One full-time Project Director. The Project Director is expected to have a Masters in Public Health (MPH), an equivalent degree, or three years' experience as a Public Health Project Director.
- Nutrition expertise (Registered Dietitian, R.D.) is expected to be part of the staffing of this grant or the LHD should have access to a R.D., should the Project Director not have this expertise. A minimum of one 0.5 full time equivalent (FTE) is strongly recommended.
- Access to evaluation expertise to ensure ongoing and as needed competence for evaluating program effectiveness.
- Adequate fiscal and administrative support.

## **7. Grantee Information**

Applicants must ensure that the information provided is up to date on the Grantee Information Form (GIF). An updated GIF is to be provided to the assigned Contract Manager if any changes occur throughout the grant term.

## **8. Letter of Agreement or Memorandum of Understanding (when applicable)**

If SNAP-Ed activities are provided in conjunction with other federally funded nutrition education programs, then a letter of agreement is required to delineate the responsibilities of each program in order to demonstrate collaboration and prevent supplantation. In addition, all SNAP-Ed activities that address the topic of breastfeeding must be planned and implemented in collaboration with the State Women, Infant, and Children (WIC) agency and State Breastfeeding Coordinator. The WIC Program should have the lead and primary role in all breastfeeding activities with SNAP-Ed supplementing existing WIC activities. A written agreement such as an Inter-Agency Agreement or Memorandum of Understanding stating the degree of collaboration and the specific responsibilities of WIC (i.e., staff, duties, and time) and SNAP-Ed shall be signed by all collaborating agencies and maintained for inspection. SNAP-Ed can advance breastfeeding in its programming through such activities as working on lactation policies and promotion at low-wage work sites, child care facilities, or other community venues.

#### IV. OTHER APPLICANT INFORMATION

##### A. Project Reporting

Funded projects will be required to submit a Biannual Progress Report consisting of a Mid-Year Report due April 15 and Year End Report at the end of each Federal Fiscal Year due October 15 for each year of the three-year grant period. These reports are due to the CDPH-NEOPB Project Officer assigned to the Grantee.

A detailed description of reporting requirements for evaluation are listed below:

##### L. PEARS:

LHDs must use the online Program Evaluation and Reporting System (PEARS) to provide information necessary to complete the federally required Education and Administrative Reporting System (EARS) reporting, as well as to report additional program and evaluation activities and outcomes of interest to California SNAP-Ed. PEARS is designed to link data with local, state, and national objectives, allowing CDPH-NEOPB and LHDs to more effectively measure and report program impact. LHDs will report their activities in the following PEARS modules:

- **Program Activities**

LHDs must report all direct education activities in the Program Activities module. Direct education takes place when a participant is actively engaged in the learning process with an educator and/or interactive media within an evidence-based intervention. Program Activities entries require session dates and length, participant demographics, and information about program objectives.

- **Indirect Activities**

LHDs must report all distribution of information and resources, including any mass communications, community events, interviews, advertisements, and materials distributions that are not considered direct education or social marketing in the Indirect Activities module.

- **PSE**

LHDs must use the PSE module to track efforts to make policy, system, and environment (PSE) changes at all stages from planning to maintenance. This module should be completed for all sites and organizations that are involved in SNAP-ED supported PSE efforts.

- **Success Stories**

LHDs must submit at least one PSE-related success story annually. The story should relate to PSE efforts that happened during the Federal Fiscal Year in which it took place and follow the Success Story Instructions provided by CDPH-NEOPB.

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- **Partnerships**

LHDs must use this module to report any site level (e.g., elementary school), organization (e.g., school district), or complementary site partnerships activity during a reporting year. Active partnerships may include two or more individuals or organizations who regularly meet, exchange information, identify and implement mutually reinforcing activities that will contribute to organizational changes or policies.

- **Coalitions**

LHDs must use this module to report any multi-sector coalition activities during a

reporting year. This may include County Nutrition Action Partnerships (CNAPs) or other relevant collective impact initiatives.

All PEARS reporting must be completed during the Federal Fiscal Year (October 1 – September 30) to which it relates.

□ **Assessment Tool Data**

Site level assessment tools are intended to assist with program planning and can be useful to assess changes in institutional policies and practices over time. Assessment tools for priority settings are being developed, including tools for schools, early childhood education sites (ECE), and out-of-school programs.

All LHDs must complete an annual assessment of all sites where they are doing site-level PSE SNAP-Ed work in all settings for which standardized assessment tools are made available. LHDs with a larger number of site-level PSE sites within a setting may work with a state-level evaluation liaison to develop a sampling methodology. LHDs will start using the assessment tools in spring of 2020 and annually thereafter each spring. Assessments do not need to be conducted at sites that only host education and do not plan to make any other changes in support of SNAP-Ed goals. CDPH-NEOPB will provide the tools on an annual basis.

□ **Impact and Outcome Evaluation (IOE)**

All LHDs at Tier 3 or above, must evaluate at least one intervention in a LEARN Setting. LHDs must collect pre and post behavioral outcome data on both intervention and comparison groups using common tools (alternative designs can be considered upon request). LHDs must use standard assessment tools in intervention and comparison sites prior to intervention implementation, and document intervention efforts in PEARS and any other reporting form determined by CDPH-NEOPB. LHDs are encouraged to evaluate their most potentially impactful intervention that should include both education and PSE components. Technical assistance will be available throughout the year to ensure the guidelines are applied to produce valid evaluation results as well as to fit unique situations.

## V. FORMS AND ATTACHMENTS

### Forms

Letter of Intent  
Programmatic Projections Form  
FFY 2020-2022 SNAP-Ed LHD Application Checklist  
Grantee Information Form  
Letter of Agreement (if applicable)  
*CA SNAP-Ed In-State Travel Form (if applicable)*  
*CA SNAP-Ed Out-of-State Travel Form (if applicable)*  
Non-Disparagement Certificate

### IWP Documents and Instructions

*FFY 2020-2022 SNAP-Ed Integrated Work Plan Instructions*  
FFY 2020-2022 SNAP-Ed Integrated Work Plan  
*FFY 2020-2022 SNAP-Ed Site List*  
*FFY 2020 Budget Workbook*

### Attachments

Attachment 1: CA SNAP-Ed Approved Curriculum List  
*Attachment 2: CDPH-NEOPB Approved Resources List*  
Attachment 3: FRPM Data 2017-2018  
~~Attachment 4: ACS 2010-2014 Census Tracts, Ethnicities~~  
~~Attachment 5: ACS 2010-2014 Census Block Groups, All Races~~  
~~Attachment 6: ACS 2010-2014 Census Tracts, All Races~~  
Attachment 7: ACS 2011-2015 Census Tracts, Ethnicities  
Attachment 8: ACS 2011-2015 Census Block Groups, All Races  
Attachment 9: ACS 2011-2015 Census Tracts, All Races  
Attachment 10: ACS 2012-2016 Census Tracts, Ethnicities (100% FPL)  
Attachment 10a: ACS 2012-2016 Census Tracts, All Races  
Attachment 10b: ACS 2012-2016 Census Block Groups, All Races  
Attachment 11: Federally Qualified Health Centers  
Attachment 12: USDA WRO Targeting Methodologies Summary  
Attachment 13: USDA SNAP-Ed Guidance  
~~Attachment 14: Travel Worksheet~~  
Attachment 15: CDPH-NEOPB Fiscal and Administrative Guidelines Manual  
Attachment 16: FFY 2020-2022 SNAP-Ed Local Health Department  
Programmatic Priorities  
Attachment 17: FFY 2020-2022 SNAP-Ed LHD Funding Projections  
Attachment 18: Local Health Department Deliverables  
Attachment 19: Local Health Department Sub-Granting Expectations

*Italics denote later release date. Check website regularly for more information.*

Exhibit E  
Additional Provisions

**1. Additional Incorporated Documents**

A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. CDPH will maintain on file, all documents referenced herein and any subsequent updates, as required by program directives. CDPH shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover.

1. *Administrative Guidelines Manual:*  
[https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/NEOPB/CDPH%20Document%20Library/AGM\\_%20Final\\_rev12\\_6\\_18.pdf](https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/NEOPB/CDPH%20Document%20Library/AGM_%20Final_rev12_6_18.pdf)
2. *LHD Program Letters:*  
<https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/NEOPB/Pages/LHDProgramLetter.aspx>
3. *SNAP-Ed Plan Guidance and Templates:*  
<https://snaped.fns.usda.gov/program-administration/guidance-and-templates>

**2. Cancellation / Termination**

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
- 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
  - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
  - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.

Exhibit E  
Additional Provisions

- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.
- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:
  - 1) Place no further order or subgrants for materials, services, or facilities.
  - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.
  - 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
  - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

**3. Avoidance of Conflicts of Interest by Grantee**

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
  - 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.

Exhibit E  
Additional Provisions

- 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

**4. Dispute Resolution Process**

- A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.
- 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
  - 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.
- B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).



Exhibit E  
Additional Provisions

- C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.
- E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

**Exhibit F**  
**Federal Terms and Conditions**

*(For Federally Funded Grant Agreements)*

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

**Index of Special Terms and Conditions**

1. Federal Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Air or Water Pollution Requirements
6. Lobbying Restrictions and Disclosure Certification
7. Additional Restrictions
8. Human Subjects Use Requirements
9. Financial and Compliance Audit Requirements
10. Audit and Record Retention
11. Federal Requirements

**1. Federal Funds**

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Grant may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Grant were executed after that determination was made.
- b. This Grant is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Grant. In addition, this Grant is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Grant in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Grant shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Grant with 30-days advance written notice or to amend the Grant to reflect any reduction in funds.

**2. Federal Equal Opportunity Requirements**

(Applicable to all federally funded grants entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

- a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Grantee will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Grantee's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Grantee's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Grantee will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

- e. The Grantee will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Grantee's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Grantee will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subGrantee or vendor. The Grantee will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Grantee becomes involved in, or is threatened with litigation by a subGrantee or vendor as a result of such direction by CDPH, the Grantee may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

### 3. Debarment and Suspension Certification

- a. By signing this Grant, the Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Grant, the Grantee certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
  - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
  - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- c. If the Grantee is unable to certify to any of the statements in this certification, the Grantee shall submit an explanation to the CDPH Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- e. If the Grantee knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

#### 4. **Covenant Against Contingent Fees**

The Grantee warrants that no person or selling agency has been employed or retained to solicit/secure this Grant upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Grantee for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Grant without liability or in its discretion to deduct from the Grant price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

#### 5. **Air or Water Pollution Requirements**

Any federally funded grant and/or subgrants in excess of \$100,000 must comply with the following provisions unless said grant is exempt under 40 CFR 15.5.

- a. Government Grantees agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

#### 6. **Lobbying Restrictions and Disclosure Certification**

(Applicable to federally funded grants in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

##### a. **Certification and Disclosure Requirements**

- (1) Each person (or recipient) who requests or receives a grant, subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a grant or any extension or amendment of that grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
  - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

- (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
- (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a grant or subgrant exceeding \$100,000 at any tier under a grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

**b. Prohibition**

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

**7. Additional Restrictions**

Grantee shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

"SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control."

**8. Human Subjects Use Requirements**

(Applicable only to federally funded agreements in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

## 9. Financial and Compliance Audit Requirements

By signing this Agreement, the Contractor/Subcontractor agrees to abide by all requirements specified in 2 CFR 200, *et seq.*, 2 CFR 400, *et seq.*, and 45 CFR, 75, *et seq.*, as applicable, including but not limited to obtaining an annual audit, and any subsequent federal regulatory additions or revisions.

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
  - (1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
  - (2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
  - (3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined in 2CFR Part 200) and expends \$750,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2CFR Part 200. An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
    - (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
    - (b) ~~The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.~~
  - (4) If the Contractor submits to CDPH a report of an audit other than a single audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

- e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
- f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
- g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
- h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
- i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
- j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
- k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

#### 10. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Contractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Contractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.



- (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
  - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
  - f. The Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
  - g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in Title 2 of the Code of Federal Regulations, Part 200 (2CFR Part 200).

#### **11. Federal Requirements**

Grantor agrees to comply with and shall require all subgrantees, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

**STATE OF CALIFORNIA  
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH  
CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subGrantees, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
County of Tulare

Name of Grantee

\_\_\_\_\_  
Printed Name of Person Signing for Grantee

\_\_\_\_\_  
19-10335

Contract / Grant Number

\_\_\_\_\_  
Signature of Person Signing for Grantee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

After execution by or on behalf of Grantee, please return to:

\_\_\_\_\_  
California Department of Public Health  
Nutrition Education and Obesity Prevention Branch  
P.O. Box 997377, MS 7204  
Sacramento, CA 95899-7377  
Attn: Kimmy Casjens, Grant Manager

APPROVED AS TO FORM:  
COUNTY COUNSEL  
BY T. J. 2/19 9/31/19  
Deputy 20191442

CDPH reserves the right to notify the Grantee in writing of an alternate submission address.

## Attachment 2

**CERTIFICATION REGARDING LOBBYING**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

Approved by OMB  
0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b>  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: _____	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>   Congressional District, if known: _____	
<b>6. Federal Department/Agency</b>  _____	<b>7. Federal Program Name/Description:</b>  CDFA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>  _____	<b>9. Award Amount, if known:</b>  \$ _____	
<b>10.a. Name and Address of Lobbying Registrant</b> <i>(If individual, last name, first name, MI):</i>  _____	<b>b. Individuals Performing Services (including address if different from 10a.)</b> <i>(Last name, First name, MI):</i>  _____	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.</b>	<b>Signature:</b> _____	
	<b>Print Name:</b> _____	
	<b>Title:</b> _____	
	<b>Telephone No.:</b> _____	<b>Date:</b> _____
<b>Federal Use Only</b>		<b>Authorized for Local Reproduction</b> <b>Standard Form-LLL (Rev. 7-97)</b>

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

### **CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> County of Tulare		<i>Federal ID Number</i> 94-600545
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Kuyler Crocker CHAIRMAN, BOARD OF SUPERVISORS		
<i>Date Executed</i>	<i>Executed in the County of</i> Tulare	

### **CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

APPROVED AS TO FORM:  
COUNTY COUNSEL  
BY D. 2 mg 9/3/19  
Deputy 20191442

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code § 10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's

Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.