

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and **Harwood Memorial Park DBA Laytonville Healthy Start**, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its services related to the CalFresh Healthy Living/Nutrition Education and Obesity Prevention Branch (NEOPB) Grant; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this Agreement and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit A, and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs
Appendix A	Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Lower Tier Covered Transactions
Attachment 1	Mendocino County – Section B – FFY 2023 Integrated Work Plan
Attachment 2	FFY 23 CalFresh Health Living Adult Survey
Attachment 3	CalFresh Healthy Living 2022-23, Contractor Record Form
Attachment 4	NEOPB, SNAP-Ed, Bi-Weekly Time Log
Attachment 5	CalFresh Healthy Living 2020-21, Event Sign-In Sheet
Attachment 6	CalFresh Participant Data Collection Forms
Attachment 7	Receipt Submission Form
Attachment 8	Exhibit E, Additional Provisions, and Exhibit F, Federal Terms and Conditions

The term of this Agreement shall be from October 1, 2022 (the "Effective Date"), and shall continue through September 30, 2023.

The compensation payable to CONTRACTOR hereunder shall not exceed Eight Thousand Three Hundred Dollars (\$8,300) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: [Signature]
DEPARTMENT HEAD

Date: Feb 21, 2023

Budgeted: ☒ Yes ☐ No
Budget Unit: 4010
Line Item: 86-2189
Org/Object Code: PH SNAP
Grant: ☒ Yes ☐ No
Grant No.: #19-10342

COUNTY OF MENDOCINO

By: [Signature]
GLENN MCGOURTY, Chair
BOARD OF SUPERVISORS

Date: 05/09/2023

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: [Signature]
Deputy 05/09/2023

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: [Signature]
Deputy 05/09/2023

INSURANCE REVIEW:

By: [Signature]
Risk Management

Date: 02/15/2023

CONTRACTOR/COMPANY NAME

By: [Signature]
Jayma Shields, Director

Date: Feb 21, 2023

NAME AND ADDRESS OF CONTRACTOR:

Harwood Memorial Park DBA
Laytonville Healthy Start
44400 Willis Ave.
P.O. Box 1382
Laytonville, CA 95454
707-984-8089
jayma@laytonville.org

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: [Signature]
Deputy

Date: 02/15/2023

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 02/15/2023

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☐ N/A
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: Non-Profit

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and COUNTY laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the COUNTY agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONTRACTOR shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR's performance or its obligations under this Agreement, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
 - c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit B hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other Agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other Agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

8. **OWNERSHIP OF DOCUMENTS:** CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit A of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. **CONFLICT OF INTEREST:** The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
Department of Public Health
1120 S. Dora St.
Ukiah, CA 95482
Attn: Kirsty Bates

To CONTRACTOR: Harwood Memorial Park DBA
Laytonville Healthy Start
44400 Willis Ave.
P.O. Box 1382
Laytonville, CA 95454
Attn: Jayma Shields

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use COUNTY property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry,

national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.

- b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. **DRUG-FREE WORKPLACE:** CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. **ENERGY CONSERVATION:** CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. **COMPLIANCE WITH LICENSING REQUIREMENTS:** CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.

CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. **AUDITS; ACCESS TO RECORDS:** The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in

writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its services as outlined in Exhibit A shall not exceed \$8,300 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. **NON APPROPRIATION:** If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR's receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire Agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits

or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual Agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any Agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any Agreement between CONTRACTOR and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including

without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. INTELLECTUAL PROPERTY WARRANTY: CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this Agreement, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this Agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this Agreement.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

33. ELECTRONIC COPIES: The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.
34. COOPERATION WITH COUNTY: CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.
35. PERFORMANCE STANDARD: CONTRACTOR shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONTRACTOR's profession.

COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of CONTRACTOR's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONTRACTOR's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES: In any action to enforce or interpret the terms of this Agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

- I. CONTRACTOR shall provide the following services per CalFresh Healthy Living/Nutrition Education and Obesity Prevention Branch (NEOPB) Grant as follows:
 - A. Recruit, hire, and supervise a Family Advocate(s) and/or a Nutrition Educator.
 - B. Attend meetings, conferences, and trainings (may be virtual) at the request of the COUNTY Project Coordinator. Meetings, conferences, and trainings are to include, but are not limited to the following:
 1. Two (2) Mendocino County Food Policy Council meetings
 2. One (1) Online Civil Rights Training
 - C. Provide evidence-based nutrition education and physical activity education and promotion to the target population using Supplemental Nutrition Assistance Program Education (SNAP-Ed) approved curriculum in SNAP-Ed eligible sites weekly as listed in the Mendocino County – Section B – FFY 2023 Integrated Work Plan (Attachment 1).
 1. Evidence-based direct education will be provided to children, parents, and other adults in complementary settings to promote healthy eating and food choices, increased water consumption, physical activity promotion, and garden-enhanced nutrition education.
 2. Direct education may be delivered in conjunction with cooking classes to support what is learned in education sessions and/or taste test demonstrations.
 3. Nutrition education and physical activity education provided must be an approved curriculum per the Mendocino County – Section B – FFY 2023 Integrated Work Plan (Attachment 1).
 - D. Conduct virtual or in-person direct nutrition education and cooking demonstrations:
 1. Provide demonstrations to a minimum of three hundred (300) students in the Laytonville Unified School District during after-school and summer programs.
 2. Provide Harvest of the Month taste testing to reinforce the importance of fruit and vegetable consumption.
 3. Provide nutrition and physical activity education outreach weekly at Laytonville Farmer's Market and Laytonville Food Bank.
 4. Participate in at least three (3) community events during the year to raise awareness about the ReThink Your Drink and Every Day is a Healthy Snack Day programs.

- E. Ensure subject matter of the virtual or in-person direct education classes have approved nutrition messages that focus on longevity (healthy lifestyle choices) and brain health (improving cognitive function).
- F. Administer the CalFresh Healthy Living Adult Survey before any direct education of four (4) sessions or more occur (pre-test), then again after direct education is complete (post-test). The CalFresh Healthy Living Adult Survey Administration Protocol (Attachment 2) is attached to this contract with detailed instructions.
- G. Promote active healthy lifestyles by offering structured and unstructured physical activity opportunities to youth and the community through implementation of the following activities:
 - 1. Encourage community members to walk and/or bike for transportation through engaging local school.
 - 2. Engage local school in Walk and Bike to School days (October and May).
 - 3. Coordinate ongoing community walking and biking events.
 - 4. Conduct at least two (2) virtual or in-person adult exercise classes per month that boost immune function and are easy for anyone to do.
 - 5. Develop and distribute brochures, posters, and social media marketing encouraging students, families, and community members to exercise.
- H. Prepare and distribute at least one (1) nutrition and exercise newsletter electronically or via mail.
- I. Maintain kitchen equipment to a high degree of cleanliness and safety while also keeping an inventory log.
- J. Track and document program specifics; ensure completion and submission of all mandatory documentation, such as Contractor Record Form (Attachment 3), Bi-Weekly Time Logs (Attachment 4), Event Sign-In Sheet (Attachment 5), Participant Data Collection Forms (Attachment 6), documentation of publicity for classes and events, including Public Services Announcements (PSAs) and press releases.
 - 1. Provide sign-in and demographic card information for all classes to County Project Coordinator.
 - 2. Submit all required documentation to the County Project Coordinator on a timely basis.
- K. Document travel to include a trip log showing the following information for each trip: date of travel, name of traveler, purpose of trip, to and from locations, and number of miles. A Mapquest or Google map must be submitted to support the mileage claim.

- L. Provide an Annual Report Narrative that describes organization, activities conducted, challenges, successes, and reports on any community changes that may have occurred through CalFresh Healthy Living intervention.
 - 1. CONTRACTOR shall describe the impact of providing access to healthy foods, beverages, and physical activity to the target population. CONTRACTOR shall include photos with signed release forms, newspaper articles, and/or policy changes.
 - 2. The Annual Report Narrative shall be submitted by September 30, 2023.
- M. Maintain a separate file for all receipts; submit original receipts to the COUNTY Project Coordinator on the Receipt Submission Form (Attachment 7). Receipts must be legible; show date of purchase, and vendor name; identify items purchased, cost of each item, and total amount paid. If receipt is thermal-style receipt paper, CONTRACTOR must submit an additional legible copy of the receipt with the Receipt Submission Form (Attachment 7). Recipes with ingredients listed are required for all food purchases.

II. CONTRACTOR shall adhere to the following Compliance Terms:

- A. Follow the budget (Exhibit B) as specified, without deviation. Any deviations from the budget must be previously reviewed and approved by the COUNTY Project Coordinator and possibly the funder, depending on the scope and amount of change.
- B. Maintain all program and related fiscal records for four (4) years after conclusion of the contract.
- C. Comply with all applicable provisions of Exhibit E, Additional Provisions, and Exhibit F, Federal Terms and Conditions (Attachment 8).

III. If CONTRACTOR substantially fails to perform matters within its control described herein, COUNTY will notify CONTRACTOR of its deficiencies and provide CONTRACTOR with the opportunity to cure those deficiencies within thirty (30) days. CONTRACTOR agrees that its failure to substantially perform all responsibilities within its control within thirty (30) days, constitutes COUNTY to possibly withhold payment proportional to the rate of services not rendered. However, COUNTY will not withhold payment or terminate this Agreement for any acts or omissions which are outside CONTRACTOR's control.

IV. If all the above requirements are not met, CONTRACTOR may not receive payment or may receive partial payment.

V. CONTRACTOR will invoice ONLY on the pre-populated invoice form provided electronically to them on a quarterly basis, as noted in Exhibit B.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

I. COUNTY will pay CONTRACTOR as per the following instructions:

A	PERSONNEL SALARIES: Name: Laytonville Healthy Start Title: Nutrition Educator at \$25/hr Family Advocate at \$25/hr Family Advocate at \$40/hr	\$5,600
B	OPERATING EXPENSES: Office Supplies: Postage, printing & copying, etc.	\$387
C	TRAVEL AND PER DIEM: In-county travel associated with conducting nutrition education classes, presentations, and events; training including Rethink Your Drink (RYD) and other training to be reimbursed per the current IRS standard rate of \$0.625/mile.	\$72
D	OTHER COSTS: <u>Food Demonstration Supplies and Food for Taste Testing During Nutrition Education Presentations and Events:</u> Spatulas, strainer, colander, plastic wrap, food storage bags, aluminum foil, knives, spoons, forks, trays, plates, bowls, measuring cups and spoons, mixing bowls, pans, cutting boards, graters, ladles, peelers, etc. Not to exceed \$4.00/person.	\$1,352
E	INDIRECT COST: Indirect cost estimated at 12% of Total Direct Cost: \$7,411 x .12	\$889
	TOTAL:	\$8,300

II. CONTRACTOR will submit quarterly invoices to the Mendocino County Public Health Department as follows:

Project Period	Invoice Due
October 1, 2022 through December 31, 2022	January 10, 2023
January 1, 2023 through March 31, 2023	April 10, 2023
April 1, 2023 through June 30, 2023	July 10, 2023
July 1, 2023 through September 30, 2023	October 6, 2023

III. CONTRACTOR will send invoices to:

Mendocino County Public Health
Attn: Community Wellness
474 E. Valley Street
Willits, CA 95490
cfhl@mendocinocounty.org
phfiscal@mendocinocounty.org

IV. Payments under this Agreement shall not exceed Eight Thousand Three Hundred Dollars (\$8,300) for the term of this Agreement.

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, CONTRACTOR's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D
CONTRACTOR ASSURANCE OF COMPLIANCE WITH
MENDOCINO COUNTY
DEPARTMENT OF PUBLIC HEALTH
**NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

NAME OF CONTRACTOR: **Harwood Memorial Park DBA Laytonville Healthy Start**

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, sexual orientation, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

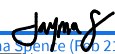
THIS ASSURANCE is binding on CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Feb 21, 2023

Date

44400 Willis Ave., P.O. Box 1382, Laytonville, CA 95454

Address of CONTRACTOR


Jayma Spence (Feb 21, 2023 12:19 PST)

CONTRACTOR Signature

Appendix A
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 **Federal Register** (pages 19160-19211).

- (1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered 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, falsifications or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
 - (d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

Jayma Shields

(Type Name)

Harwood Memorial Park DBA Laytonville Healthy Start

(Organization Name)

Director

(Title)

44400 Willis Ave.; P.O. Box 1382

Laytonville, CA 95454

(Organization Address)


Jayma Shields (Feb 21, 2023 12:19 PST)

(Signature)

Feb 21, 2023

(Date)

Attachment 1

MENDOCINO COUNTY – SECTION B – FFY 2023 - INTEGRATED WORK PLAN
DOMAIN: LEARN \ PSE SETTING: SCHOOLS (K-12, ELEMENTARY, MIDDLE, HIGH)

DOMAIN	PSE SETTING	STRATEGIES	SUB-STRATEGIES
• LEARN	• Schools (K-12, Elementary, Middle, High)	<ul style="list-style-type: none"> • Daily Quality Physical Activity • Behavioral Economics 	<ul style="list-style-type: none"> • School Wellness Policy • Gardens • Places that Serve Food & Beverages: SLM and Smarter Mealtimes • Physical Activity in Schools (Non-PE) (Children age 5-17) • Stencils

DIRECT EDUCATION ACTIVITY ID
02012502

TARGET POPULATION
5 to 17 Years

FFY 2023	EVAL TYPE 1	EVAL TYPE 2	EVAL TYPE 3
<input type="checkbox"/> AAA <input type="checkbox"/> CCC <input checked="" type="checkbox"/> LHD <input type="checkbox"/> UCCE	<u>Process</u> (PEARS)	<u>Formative</u> <input type="checkbox"/> AAA <input type="checkbox"/> CCC <input type="checkbox"/> LHD <input type="checkbox"/> UCCE	<u>Impact/Outcome</u> <input type="checkbox"/> AAA <input type="checkbox"/> CCC <input checked="" type="checkbox"/> LHD <input type="checkbox"/> UCCE

SPECIFIC ACTIVITY DESCRIPTION	PROGRAM ACTIVITY SETTING
<p>LHD and/or subcontractors will provide evidence-based nutrition education and physical activity education and promotion to the target population using SNAP Ed approved curriculum and Harvest of the Month taste tests in a minimum of 2 SNAP Ed eligible school sites bi-weekly. Evidence-based direct education will also be provided to children, parents and other adults in complimentary settings to promote healthy eating and food choices, increased water consumption, physical activity promotion, and garden enhanced nutrition education. Direct education may be delivered in conjunction with cooking classes to support what is learned in education sessions and/or taste test demonstrations.</p>	<p>Before and After-School Programs Faith-Based Centers/Places of Worship Family Resource Centers Schools (K-12, Elementary, Middle, and High)</p>

CURRICULUM	LIA PARTICIPATION
Pick a Better Snack (K-3)	<input type="checkbox"/> AAA <input type="checkbox"/> CCC <input checked="" type="checkbox"/> LHD <input type="checkbox"/> UCCE

Ver.2
 DOMAIN: LEARN \ PSE SETTING: SCHOOLS (K-12, ELEMENTARY, MIDDLE, HIGH)

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CURRICULUM	LIA PARTICIPATION
Nourish: Food + Community	<input type="checkbox"/> AAA <input type="checkbox"/> CCC <input checked="" type="checkbox"/> LHD <input type="checkbox"/> UCCE
Harvest of the Month (HOTM) (4-6) (rev. 2018)	<input type="checkbox"/> AAA <input type="checkbox"/> CCC <input checked="" type="checkbox"/> LHD <input type="checkbox"/> UCCE
Power Play! School Idea and Resource Kit (SIRK) (Campaign Resources) (4-5)	<input type="checkbox"/> AAA <input type="checkbox"/> CCC <input checked="" type="checkbox"/> LHD <input type="checkbox"/> UCCE
Power Play! Power Up for Learning - Physical Activity Supplement (4-5)	<input type="checkbox"/> AAA <input type="checkbox"/> CCC <input checked="" type="checkbox"/> LHD <input type="checkbox"/> UCCE

EVALUATION TOOL DOCUMENTATION
Smarter Lunchrooms Pre/Post survey
SLAQ
PEARS

DIRECT EDUCATION ACTIVITY ID
02012503

TARGET POPULATION
18 to 59 Years

FFY 2023	EVAL TYPE 1	EVAL TYPE 2	EVAL TYPE 3
<input type="checkbox"/> AAA <input type="checkbox"/> CCC <input checked="" type="checkbox"/> LHD <input type="checkbox"/> UCCE	<u>Process</u> (PEARS)	<u>Formative</u> <input type="checkbox"/> AAA <input type="checkbox"/> CCC <input type="checkbox"/> LHD <input type="checkbox"/> UCCE	<u>Impact/ Outcome</u> <input type="checkbox"/> AAA <input type="checkbox"/> CCC <input checked="" type="checkbox"/> LHD <input type="checkbox"/> UCCE

SPECIFIC ACTIVITY DESCRIPTION	PROGRAM ACTIVITY SETTING
LHD and/or subcontractors will provide evidence-based nutrition education and physical activity education and promotion to the target population using SNAP Ed approved curriculum and Harvest of the Month taste tests in a minimum of 2 SNAP Ed eligible Faith-Based Centers/Places of Worship and/or Family Resource sites once a week. Evidence-based direct education will also be provided to children, parents and other adults in complimentary settings to promote healthy eating and food choices, increased water consumption, physical activity promotion, and garden enhanced nutrition education. Direct education may be delivered in	Faith-Based Centers/Places of Worship Family Resource Centers Before and After-School Programs Schools (K-12, Elementary, Middle, and High)

Ver.2
DOMAIN: LEARN \ PSE SETTING: SCHOOLS (K-12, ELEMENTARY, MIDDLE, HIGH)

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SPECIFIC ACTIVITY DESCRIPTION	PROGRAM ACTIVITY SETTING
conjunction with cooking classes to support what is learned in education sessions and/or taste test demonstrations.	

CURRICULUM	LIA PARTICIPATION
Faithful Families Eating Smart & Moving More	<input type="checkbox"/> AAA <input type="checkbox"/> CCC <input checked="" type="checkbox"/> LHD <input type="checkbox"/> UCCE
Cooking Matters (National)	<input type="checkbox"/> AAA <input type="checkbox"/> CCC <input checked="" type="checkbox"/> LHD <input type="checkbox"/> UCCE
Healthy Eating and Active Living (HEAL) Toolkit for Community Educators	<input type="checkbox"/> AAA <input type="checkbox"/> CCC <input checked="" type="checkbox"/> LHD <input type="checkbox"/> UCCE
Food Smarts for Adults	<input type="checkbox"/> AAA <input type="checkbox"/> CCC <input checked="" type="checkbox"/> LHD <input type="checkbox"/> UCCE
MyPlate for My Family Education Toolkit	<input type="checkbox"/> AAA <input type="checkbox"/> CCC <input checked="" type="checkbox"/> LHD <input type="checkbox"/> UCCE

EVALUATION TOOL DOCUMENTATION
Food Behavior Checklist

DIRECT EDUCATION ACTIVITY ID
02012504

TARGET POPULATION
60 Years and Older

FFY 2023	EVAL TYPE 1	EVAL TYPE 2	EVAL TYPE 3
<input type="checkbox"/> AAA <input type="checkbox"/> CCC <input checked="" type="checkbox"/> LHD <input type="checkbox"/> UCCE	<u>Process</u> (PEARS)	<u>Formative</u> <input type="checkbox"/> AAA <input type="checkbox"/> CCC <input type="checkbox"/> LHD <input type="checkbox"/> UCCE	<u>Impact/Outcome</u> <input type="checkbox"/> AAA <input type="checkbox"/> CCC <input checked="" type="checkbox"/> LHD <input type="checkbox"/> UCCE

SPECIFIC ACTIVITY DESCRIPTION	PROGRAM ACTIVITY SETTING
LHD and/or subcontractors will provide evidence-based nutrition education and physical activity education and promotion to the target population using SNAP Ed approved curriculum and Harvest of the Month taste tests in a minimum of 2 SNAP Ed eligible Faith-Based Centers/Places of Worship and/or Family Resource once a week. Evidence-based direct education will also be provided to children, parents and other adults in	Faith-Based Centers/Places of Worship Schools (K-12, Elementary, Middle, and High)

Ver.2
DOMAIN: LEARN \ PSE SETTING: SCHOOLS (K-12, ELEMENTARY, MIDDLE, HIGH)

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SPECIFIC ACTIVITY DESCRIPTION	PROGRAM ACTIVITY SETTING
complimentary settings to promote healthy eating and food choices, increased water consumption, physical activity promotion, and garden enhanced nutrition education. Direct education may be delivered in conjunction with cooking classes to support what is learned in education sessions and/or taste test demonstrations.	

CURRICULUM	LIA PARTICIPATION
Faithful Families Eating Smart & Moving More	<input type="checkbox"/> AAA <input type="checkbox"/> CCC <input checked="" type="checkbox"/> LHD <input type="checkbox"/> UCCE
Cooking Matters (National)	<input type="checkbox"/> AAA <input type="checkbox"/> CCC <input checked="" type="checkbox"/> LHD <input type="checkbox"/> UCCE
Food Smarts for Adults	<input type="checkbox"/> AAA <input type="checkbox"/> CCC <input checked="" type="checkbox"/> LHD <input type="checkbox"/> UCCE

EVALUATION TOOL DOCUMENTATION
PEARS Food Behavior Checklist

ALL OTHER ACTIVITY CATEGORY ID
02022500

ALL OTHER ACTIVITY CATEGORY
ASMT - Assessment

FFY 2023	EVAL TYPE 1	EVAL TYPE 2	EVAL TYPE 3
<input type="checkbox"/> AAA <input type="checkbox"/> CCC <input checked="" type="checkbox"/> LHD <input type="checkbox"/> UCCE	<u>Process</u> (PEARS)	<u>Formative</u> <input type="checkbox"/> AAA <input type="checkbox"/> CCC <input type="checkbox"/> LHD <input type="checkbox"/> UCCE	<u>Impact/ Outcome</u> <input type="checkbox"/> AAA <input type="checkbox"/> CCC <input checked="" type="checkbox"/> LHD <input type="checkbox"/> UCCE

SPECIFIC ACTIVITY DESCRIPTION
LHD will conduct Site Level Assessment Questionnaires (SLAQ) in a minimum of 6 settings in which PSE strategies are completed.
PRE: Assess environment, readiness and client-need for written school wellness policies at 2 school sites in relation to nutrition standards, structured physical activity (PA) aside from PE (PA breaks, recess, before/after school), site wellness policy, water access and appeal, and eating space (Smarter Lunchrooms).

SPECIFIC ACTIVITY DESCRIPTION
POST: Assess school environment site-specific wellness policy implementation in relation to nutrition standards, physical activity, wellness policy, water access and appeal, and eating space (Smarter Lunchrooms).

RESOURCES / MATERIALS	EVALUATION TOOL DOCUMENTATION
Site Level Assessment Questionnaire Smarter Lunchroom Toolkit	PEARS Elementary School SLAQ Secondary School SLAQ Smarter Lunchroom Scorecard

ALL OTHER ACTIVITY CATEGORY ID
02032500

ALL OTHER ACTIVITY CATEGORY
CE – Community Engagement (a)

FFY 2023	EVAL TYPE 1	EVAL TYPE 2	EVAL TYPE 3
<input type="checkbox"/> AAA <input type="checkbox"/> CCC <input checked="" type="checkbox"/> LHD <input type="checkbox"/> UCCE	<u>Process</u> (PEARS)	<u>Formative</u> <input type="checkbox"/> AAA <input type="checkbox"/> CCC <input type="checkbox"/> LHD <input type="checkbox"/> UCCE	<u>Impact/Outcome</u> <input type="checkbox"/> AAA <input type="checkbox"/> CCC <input type="checkbox"/> LHD <input type="checkbox"/> UCCE

SPECIFIC ACTIVITY DESCRIPTION
<p>Identify a minimum of 2 school champions (staff, parents, community members, teachers, administrators, students etc.) and utilize assessment results to educate champions on the benefits, impact and importance of nutrition and structured physical activity-related initiatives, additional PA opportunities at school, and wellness policies in school settings.</p> <p>Leverage relationships with champions to generate support for nutrition standards, wellness policy, structured and additional physical activities in schools, water access, and Smarter Lunchrooms.</p> <p>Engage champions in identifying 1-2 priorities to present to decision-makers.</p> <p>Engage champions consistently throughout planning, implementation, and maintenance of school strategies and sub-strategies.</p>

RESOURCES / MATERIALS	EVALUATION TOOL DOCUMENTATION
Smarter Lunchroom Toolkit Site assessment results	Smarter Lunchroom Scorecard Meeting Agendas Sign in Sheets

ALL OTHER ACTIVITY CATEGORY ID
02042500

ALL OTHER ACTIVITY CATEGORY
CE - Community Engagement (b)

FFY 2023	EVAL TYPE 1	EVAL TYPE 2	EVAL TYPE 3
<input type="checkbox"/> AAA <input type="checkbox"/> CCC <input checked="" type="checkbox"/> LHD <input type="checkbox"/> UCCE	<u>Process</u> (PEARS)	<u>Formative</u> <input type="checkbox"/> AAA <input type="checkbox"/> CCC <input type="checkbox"/> LHD <input type="checkbox"/> UCCE	<u>Impact/Outcome</u> <input type="checkbox"/> AAA <input type="checkbox"/> CCC <input type="checkbox"/> LHD <input type="checkbox"/> UCCE

SPECIFIC ACTIVITY DESCRIPTION
<p>Identify key decision makers including school/district administrators, food service directors, or others to present assessment results and/or educate on the benefits and impact and importance of nutrition and physical activity-related initiatives, additional PA opportunities at school, and wellness policies in school settings, and benefits and impact of Smarter Lunchrooms.</p> <p>Leverage decision makers relationships to generate support for existing work and/or additional work around nutrition standards, wellness policy, physical activity, water access, and Smarter Lunchrooms.</p> <p>Engage decision makers consistently throughout planning, implementation, and maintenance of school strategies and sub-strategies.</p>

RESOURCES / MATERIALS	EVALUATION TOOL DOCUMENTATION
Smarter Lunchroom Toolkit Site assessment results	Smarter Lunchroom Scorecard Meeting Agendas Sign in Sheets

ALL OTHER ACTIVITY CATEGORY ID
02052500

ALL OTHER ACTIVITY CATEGORY
CE - Community Engagement (c)

FFY 2023	EVAL TYPE 1	EVAL TYPE 2	EVAL TYPE 3
<input type="checkbox"/> AAA <input type="checkbox"/> CCC <input checked="" type="checkbox"/> LHD <input type="checkbox"/> UCCE	<u>Process</u> (PEARS)	<u>Formative</u> <input type="checkbox"/> AAA <input type="checkbox"/> CCC <input type="checkbox"/> LHD <input type="checkbox"/> UCCE	<u>Impact/Outcome</u> <input type="checkbox"/> AAA <input type="checkbox"/> CCC <input type="checkbox"/> LHD <input type="checkbox"/> UCCE

SPECIFIC ACTIVITY DESCRIPTION
<p>Engage community members in assessment and/or present assessment results to school nutrition staff, identify priorities, and develop an action plan for staff to implement 3-5 Smarter Lunchrooms Movement strategies. Gather community feedback and input on the needs and desires of the community as well as facilitators and barriers related to cafeterias and mealtimes. Gather parent and youth feedback and input on the needs and desires for additional PA opportunities as well as facilitators and barriers related to PA in schools. Incorporate local champions, community members' vision, and high priority needs into the project planning through engaging them through meetings, listening sessions, surveys, etc.</p>

RESOURCES / MATERIALS	EVALUATION TOOL DOCUMENTATION
N/A	Meeting Agendas Sign-in Sheets

ALL OTHER ACTIVITY CATEGORY ID
02062500

ALL OTHER ACTIVITY CATEGORY
CE - Community Engagement (d)

FFY 2023	EVAL TYPE 1	EVAL TYPE 2	EVAL TYPE 3
<input type="checkbox"/> AAA <input type="checkbox"/> CCC <input checked="" type="checkbox"/> LHD <input type="checkbox"/> UCCE	<u>Process</u> (PEARS)	<u>Formative</u> <input type="checkbox"/> AAA <input type="checkbox"/> CCC <input type="checkbox"/> LHD <input type="checkbox"/> UCCE	<u>Impact/Outcome</u> <input type="checkbox"/> AAA <input type="checkbox"/> CCC <input type="checkbox"/> LHD <input type="checkbox"/> UCCE

SPECIFIC ACTIVITY DESCRIPTION
<p>Regularly meet, share and/or gather data from assessments, community engagement activities, implementation progress, successes solutions for challenges, and report results with community stakeholders and appropriate committees (e.g., PTA, Wellness groups, etc.). When appropriate, host convenings around specific, timely topics.</p>

RESOURCES / MATERIALS	EVALUATION TOOL DOCUMENTATION
N/A	Meeting Agendas Sign-in Sheets

ALL OTHER ACTIVITY CATEGORY ID
02072500

ALL OTHER ACTIVITY CATEGORY
C&C - Coordination and Collaboration: Partnerships & Coalitions (a)

FFY 2023	EVAL TYPE 1	EVAL TYPE 2	EVAL TYPE 3
<input type="checkbox"/> AAA <input type="checkbox"/> CCC <input checked="" type="checkbox"/> LHD <input type="checkbox"/> UCCE	<u>Process</u> (PEARS)	<u>Formative</u> <input type="checkbox"/> AAA <input type="checkbox"/> CCC <input type="checkbox"/> LHD <input type="checkbox"/> UCCE	<u>Impact/Outcome</u> <input type="checkbox"/> AAA <input type="checkbox"/> CCC <input type="checkbox"/> LHD <input type="checkbox"/> UCCE

SPECIFIC ACTIVITY DESCRIPTION
Identify and engage appropriate partners, for example school district health advisory committees, food policy councils, market associations, community groups, and County Nutrition Action Plan (CNAP) to determine current status of PA during/after school and current or future opportunities that may exist.

RESOURCES / MATERIALS	EVALUATION TOOL DOCUMENTATION
N/A	PEARS Meeting Agendas

ALL OTHER ACTIVITY CATEGORY ID
02082500

ALL OTHER ACTIVITY CATEGORY
C&C - Coordination and Collaboration: Partnerships & Coalitions (b)

FFY 2023	EVAL TYPE 1	EVAL TYPE 2	EVAL TYPE 3
<input type="checkbox"/> AAA <input type="checkbox"/> CCC <input checked="" type="checkbox"/> LHD	<u>Process</u> (PEARS)	<u>Formative</u> <input type="checkbox"/> AAA <input type="checkbox"/> CCC	<u>Impact/Outcome</u> <input type="checkbox"/> AAA

Ver.2

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DOMAIN: LEARN \ PSE SETTING: SCHOOLS (K-12, ELEMENTARY, MIDDLE, HIGH)

FFY 2023	EVAL TYPE 1	EVAL TYPE 2	EVAL TYPE 3
<input type="checkbox"/> UCCE		<input type="checkbox"/> LHD <input type="checkbox"/> UCCE	<input type="checkbox"/> CCC <input type="checkbox"/> LHD <input type="checkbox"/> UCCE

SPECIFIC ACTIVITY DESCRIPTION
Attend & participate in local community coalitions, for example school district health advisory committees, food policy councils, market associations, community groups, and County Nutrition Action Plan (CNAP). Share research related to increased learning and PA. Look for opportunities to engage young adult leaders as part of these efforts.

RESOURCES / MATERIALS	EVALUATION TOOL DOCUMENTATION
N/A	PEARS Meeting Agendas

ALL OTHER ACTIVITY CATEGORY ID
02092500

ALL OTHER ACTIVITY CATEGORY
IE - Indirect Education (Promotion)

FFY 2023	EVAL TYPE 1	EVAL TYPE 2	EVAL TYPE 3
<input type="checkbox"/> AAA <input type="checkbox"/> CCC <input checked="" type="checkbox"/> LHD <input type="checkbox"/> UCCE	<u>Process</u> (PEARS)	<u>Formative</u> <input type="checkbox"/> AAA <input type="checkbox"/> CCC <input type="checkbox"/> LHD <input type="checkbox"/> UCCE	<u>Impact/Outcome</u> <input type="checkbox"/> AAA <input type="checkbox"/> CCC <input type="checkbox"/> LHD <input type="checkbox"/> UCCE

SPECIFIC ACTIVITY DESCRIPTION
Indirect Education efforts will be used by LHD and subcontractors to promote, support and reinforce messages consistent with DE and other activities that promote nutrition standards, physical activity, wellness policy, water access and appeal and Smarter Lunchrooms. Support activities may be conducted at local farmers' markets, health fairs, community fairs, summer meal sites, faith-based centers or places of worship, family resource centers, before/after school settings, and other promotional events focused on the promotion of nutrition and physical activity. This may include HOTM, taste testing, bike and walk to school days, national nutrition month, RYD and healthy snack days, etc. Communicate through various appropriate channels (school newsletters, site-based events, flyers, posters, websites, events, etc.). Utilize indirect education strategies to engage & empower school staff and administration to implement changes. Promote physical activity and nutrition messages to parents community-wide (community bulletin boards, newsletters, etc.)

RESOURCES / MATERIALS	EVALUATION TOOL DOCUMENTATION
Smarter Lunchroom Toolkit Toolbox for Community Educators Healthy Snack Day ReThink Your Drink Harvest of the Month Power Play CATCH eatfresh.org	PEARS

ALL OTHER ACTIVITY CATEGORY ID
02102500

ALL OTHER ACTIVITY CATEGORY
TTA - Training and Technical Assistance

FFY 2023	Eval Type 1	Eval Type 2	Eval Type 3
<input type="checkbox"/> AAA <input type="checkbox"/> CCC <input checked="" type="checkbox"/> LHD <input type="checkbox"/> UCCE	<u>Process</u> (PARS)	<u>Formative</u> <input type="checkbox"/> AAA <input type="checkbox"/> CCC <input type="checkbox"/> LHD <input type="checkbox"/> UCCE	<u>Impact/Outcome</u> <input type="checkbox"/> AAA <input type="checkbox"/> CCC <input type="checkbox"/> LHD <input type="checkbox"/> UCCE

SPECIFIC ACTIVITY DESCRIPTION
Provide training and technical assistance to school leadership, staff, and partners at a minimum of 2 sites to support nutrition standards, physical activity and integration of PE programming and goals into the school wellness policy, wellness policy, water access and appeal, and Smarter Lunchrooms. Assist schools in connecting with appropriate opportunities for additional funding to support PE programming.

RESOURCES / MATERIALS	EVALUATION TOOL DOCUMENTATION
N/A	PEARS Meeting Agendas Sign in Sheets

Attachment 2

FFY 23 CalFresh Healthy Living Adult Survey **Administration Protocol**

I. Purpose

The purpose of the *CalFresh Healthy Living Adult Survey* is to collect information about dietary and food resource management-related behaviors from adults receiving CalFresh Healthy Living (CFHL) direct education using a simple and tested online survey instrument. This survey can be used in settings with adult direct education, and during times of in-person or virtual instruction.

II. When to Administer

- The survey should be administered *before* any direct education occurs (pre-test), then *again* after direct education is complete (post-test).
- The survey can be administered any day of the week.
- The survey can be administered in person or virtually.

III. Who Should Administer

- A CalFresh Healthy Living staff or their designee, which may include:
 - Subcontracted educators or data collectors,
 - College-level or higher-level interns,
 - Volunteers from partner agencies.

IV. Materials Needed

1. **Online survey:** The survey is hosted online in Survey123. There is now a single link/QR code to be used for both pre- and post-tests. The (FFY 23 link) can be found below and in the [Survey Administration Materials Checklist](#).

Pre-test AND Post-test QR Code and Link



<https://arcg.is/15mi5r0>

2. Survey administration protocol
3. Online capable device (e.g. smartphone, tablet, or computer)
4. **PEARS Program Activity ID:** *PEARS Program Activity ID* is a required question on the survey, and participants cannot move past that question until it is completed. Prior to the day of pre-test, you will need to be sure the PEARs Program Activity (direct education) is entered into PEARs, even if the entry cannot be entirely completed. After entering the Program Activity, you will need to record the Program Activity ID, and bring that ID on the pre- and post-test day to provide to program participants. The PEARs Program Activity ID

Created 05/30/2021 1:41 PM
 Location 01/29/2020 2:17 PM
FEA38 Program Activity ID 270529
 Collaborators

- First initial (Question 1),
- Last initial (Question 2)
- 2-digit birth MONTH (Question 3)
- 2-digit birth DAY (Question 4)
- To eliminate data entry errors, participants can choose the correct responses from a drop-down list (see image at right).
- For participants with multiple last names, they should use the first letter of their first last name.
- The four questions that comprise the unique identifier are required questions on the survey, and participants cannot move past that section until it is completed.
- In the dataset, this 6-character ID is concatenated with PEARS Program Activity ID to create a truly unique ID.

IX. Survey Instrument

- Questions 1-8 are the validated questions taken directly from the [Food Behavior Checklist](#)
- Questions 9-11 were added by Nutrition Policy Institute. The data are intended to guide future LHD CFHL interventions.
- The final four questions on the survey are basic demographics (age, sex, race/ethnicity).
 - If participants are unsure what race to select, you can assist by providing additional examples for each category:
 1. American Indian or Alaska Native (North, Central, or South American Origin)
 2. Asian (Chinese, Korean, Vietnamese, Filipino, Cambodian, Indian, Thai, etc.)
 3. Black or Africa American (Origins in any of the Black racial groups of Africa)
 4. Native Hawaiian or other Pacific Islander (Guamanian, Samoan, etc.)
 5. White (European, Middle Eastern, North African)

X. Additional Help

- Short (1-5 minute) training modules on various survey administration topics can be found on the website, under [Training Modules](#):
 - [Locating PEARS Program Activity IDs](#)
 - [Selecting Survey Language](#)
 - [Assigning Participant IDs](#)

XI. Paper Surveys

- Though online surveying is recommended, we understand there are situations/audiences where use of the online survey is less feasible. For this reason, [paper surveys](#) in all languages are available on the website.
- All paper surveys should be entered into the same online Survey123 link you'd use if you were surveying participants online. Surveys should never be entered into PEARS.

Attachment 3

CalFresh Healthy Living 2022-23
Contractor Record Form

Nutrition Educator: _____

	Date	Loc.	Lang.	Lesson Main Topic	Recipe	Duration	# Participants
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

Attachment 4

NUTRITION EDUCATION AND OBESITY PREVENTION BRANCH Supplemental Nutrition Assistance Program-Education Bi-Weekly Time Log											
Organization Name:											
Position Title:											
Position Name:											
SNAP-Ed Time Spent						SNAP-Ed Time Spent					
Month	Day	Mgmt/ Admin Duties	Direct SNAP-Ed Delivery	Other Fund Source(s)	Paid Time Off*	Month	Day	Mgmt/ Admin Duties	Direct SNAP-Ed Delivery	Other Fund Source(s)	Paid Time Off
October											
Total:		0	0	0	0	Total:		0	0	0	0
Staff Signature:						Date:					
Supervisor Signature:						Date:					
INSTRUCTIONS: 1) Use the drop-down to identify the appropriate Month and Day for which you are reporting. 2) Input the number of hours worked within the appropriate day and funding source. All documented SNAP-Ed time must be for allowable activities. 3) Paid time off should be recorded as the actual paid vacation, paid sick time or paid holiday time earned per the organization's policies. These types of earnings must be prorated by the FTE documented on the approved budget. 4) Sign and date the bi-weekly time log, and give it to your supervisor for signature and date. 5) All reporting must be done after the fact and not in advance. Forms must be signed within one month of the reporting period. 6) All forms shall be available for review during a management evaluation or at the request of your Contract Manager. Note: Agencies can use their actual pay period starting on the first day of the Federal fiscal year, October 1st, and ending on the last day of the Federal fiscal year, September 30th.											

Attachment 5
CalFresh Healthy Living 2020-21
Event Sign-In Sheet

Nutrition Educator: _____ **Date:** _____

Site Name: _____

Topic: ☐ Rethink Your Drink ☐ Harvest of the Month ☐ Every Day Is A Healthy
Snack Day ☐ Other: _____

	Print Name
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	

Attachment 6



Please Share a Little

We would like to learn about the people who attend our activities to help us improve our services. Your answers are combined with everyone else's and cannot be used to identify you. Thank you for your help.

- 1) Check the box that best describes your age:
☐ 0-4 years ☐ 5-17 years ☐ 18-59 years ☐ 60+ years
- 2) Check the box that best describes your sex:
☐ Female ☐ Male ☐ Other ☐ Prefer not to answer
- 3) Check the box that best describes your ethnicity:
☐ Hispanic/Latino ☐ NOT Hispanic/Latino ☐ Prefer not to answer
- 4) Check all boxes that apply to your race:

<input type="checkbox"/> American Indian or Alaskan Native	<input type="checkbox"/> Native Hawaiian or Other Pacific Islander
<input type="checkbox"/> Asian	<input type="checkbox"/> White
<input type="checkbox"/> Black or African American	<input type="checkbox"/> Prefer not to answer

Funded by USDA SNAP, an equal opportunity provider and employer. Please visit www.CalFreshHealthyLiving.org for healthy tips.



Please Share a Little

We would like to learn about the people who attend our activities to help us improve our services. Your answers are combined with everyone else's and cannot be used to identify you. Thank you for your help.

- 1) Check the box that best describes your age:
☐ 0-4 years ☐ 5-17 years ☐ 18-59 years ☐ 60+ years
- 2) Check the box that best describes your sex:
☐ Female ☐ Male ☐ Other ☐ Prefer not to answer
- 3) Check the box that best describes your ethnicity:
☐ Hispanic/Latino ☐ NOT Hispanic/Latino ☐ Prefer not to answer
- 4) Check all boxes that apply to your race:

<input type="checkbox"/> American Indian or Alaskan Native	<input type="checkbox"/> Native Hawaiian or Other Pacific Islander
<input type="checkbox"/> Asian	<input type="checkbox"/> White
<input type="checkbox"/> Black or African American	<input type="checkbox"/> Prefer not to answer

Funded by USDA SNAP, an equal opportunity provider and employer. Please visit www.CalFreshHealthyLiving.org for healthy tips.



Por favor, comparta un poco sobre usted.

Con el fin de mejorar nuestros servicios, nos gustaría saber más acerca de las personas que asisten a nuestras actividades. Sus respuestas serán combinadas con todas las demás y no se usarán para identificarlo. Gracias por su ayuda.

1) Marque la casilla que mejor describa su edad:

☐ 0–4 años ☐ 5–17 años ☐ 18–59 años ☐ 60+ años

2) Marque la casilla que mejor describa su sexo:

☐ Mujer ☐ Hombre ☐ Otro ☐ Prefiero no decir

3) Marque la casilla que mejor describa su etnia:

☐ Hispano / Latino ☐ NO hispano / latino ☐ Prefiero no decir

4) Marque todas las casillas que describan su raza:

☐ Indígena de los EE. UU. o nativo de Alaska ☐ Indígena hawaiano u otro isleño del Pacífico
☐ Asiático ☐ Blanco
☐ Negro o afroamericano ☐ Prefiero no decir

Financiado por USDA SNAP (Programa de Asistencia Nutricional Suplementaria del Departamento de Agricultura de los Estados Unidos), una institución que es un proveedor y empleador que ofrece igualdad de oportunidades. Por favor, visite www.CalFreshHealthyLiving.org para información sobre la buena alimentación.



Por favor, comparta un poco sobre usted.

Con el fin de mejorar nuestros servicios, nos gustaría saber más acerca de las personas que asisten a nuestras actividades. Sus respuestas serán combinadas con todas las demás y no se usarán para identificarlo. Gracias por su ayuda.

1) Marque la casilla que mejor describa su edad:

☐ 0–4 años ☐ 5–17 años ☐ 18–59 años ☐ 60+ años

2) Marque la casilla que mejor describa su sexo:

☐ Mujer ☐ Hombre ☐ Otro ☐ Prefiero no decir

3) Marque la casilla que mejor describa su etnia:

☐ Hispano / Latino ☐ NO hispano / latino ☐ Prefiero no decir

4) Marque todas las casillas que describan su raza:

☐ Indígena de los EE. UU. o nativo de Alaska ☐ Indígena hawaiano u otro isleño del Pacífico
☐ Asiático ☐ Blanco
☐ Negro o afroamericano ☐ Prefiero no decir

Financiado por USDA SNAP (Programa de Asistencia Nutricional Suplementaria del Departamento de Agricultura de los Estados Unidos), una institución que es un proveedor y empleador que ofrece igualdad de oportunidades. Por favor, visite www.CalFreshHealthyLiving.org para información sobre la buena alimentación.

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%20rev12%206%2018.pdf>
2. *LHD Program Letters:*
<https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/NEOPB/Pages/LHDProgramLetters.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.
 - 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.
 - (2) 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 individual(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.
- (3) 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**

Grantees 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."

a. **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, allocations 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 2 CFR 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 2 CFR 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, CDROM, 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

Attachment 1

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 Mendocino

Name of Grantee

Contract/Grant Number
19-10-342

Date

7/17/19

Tammy Moss Chandler

Printed Name of Person Signing for Grantee

JMC

Signature of Person Signing for Grantee

14 HSA Director

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: Shelly Cater, Grant Manager

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

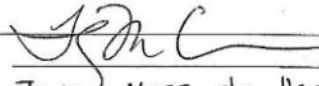
Attachment 2

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

1. Type of Federal Action: <input type="checkbox"/> a. contract grant <input type="checkbox"/> b. cooperative agreement <input type="checkbox"/> c. loan <input type="checkbox"/> d. loan guarantee <input type="checkbox"/> e. loan insurance <input type="checkbox"/> f.		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. material change For Material Change Only: Year quarter date of last report	
4. Name and Address of Reporting Entity: D Prime D Subawardee Tier If known: Congressional District, If known:			5. If Reporting Entity in No. 4 is Subawardee Enter Name and Address of Prime: Congressional District, If known:		
6. Federal Department/Agency			7. Federal Program Name/Description: CDFA Number, if applicable:		
8. Federal Action Number, if known:			9. Award Amount, If known: \$		
10 a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i>			b. Individuals Performing Services <i>(including address if different from 10a.)</i> <i>(Last name, First name, MI):</i>		
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.			Signature:  Print Name: <u>James Hoss Chandler</u> Title: <u>USAID Director</u> Telephone No.: _____ Date: <u>7/17/19</u>		
Federal Use Only			Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)		

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-OE-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.