

CITY OF LONG BEACH

DEPARTMENT OF HEALTH AND HUMAN SERVICES

33588

Subgrant Agreement

Contract Number:13-20015

This is a Subgranting Agreement of the California Supplemental Nutrition Assistance Program Education (SNAP-Ed) Plan of the California Department of Public Health, the California Department of Social Services and the United States Department of Agriculture

between

City of Long Beach Department of Health and Human Services (Party A)

and

Community Action Partnership (Party B)

I. Purpose and Scope

The purpose of this Subgrant Agreement is to clearly identify the roles and responsibilities of each party as they relate to providing nutrition education to Californians participating or eligible to participate in the CalFresh, previously known as the Food Stamp Program in California.¹ California's Supplemental Nutrition Assistance Program Education (SNAP-Ed) is funded federally by the United States Department of Agriculture (USDA) and administered at the state level by the California Department of Social Services (CDSS) and the California Department of Public Health's (CDPH's) *Nutrition Education and Obesity Prevention Branch (NEOPB)*.

The SNAP-Ed program is intended to provide nutrition education to low-income households. To support this goal, Party A and Party B will conduct nutrition education interventions to eligible families as described in their respective Scopes of Work. Allowable services are outlined in the USDA SNAP-Ed Plan Guidance located at the following link:

<http://www.cnpp.usda.gov/DGAs2010-PolicyDocument.htm>

Both Party A and Party B should ensure that program activities are conducted in compliance with all applicable Federal laws, rules, and regulations including Civil Rights and Office of Management and Budget (OMB) circulars governing cost issues.

II. SUBGRANT AGREEMENT Term

The term of this Agreement is the period within which the project responsibilities of this agreement shall be performed. The term commences July 7, 2014, and terminates September 30, 2014.

III. Party A Responsibilities

Party A shall undertake the following activities during the duration of the SUBGRANT term:

1. Ensure adherence of Party B to applicable federal and state laws and regulations and program guidelines.
2. Review and approve all documentation evidencing Party B's performance of services as set forth in the Scope of Work and monitor Party B's compliance with the Subgrant Agreement.
3. Provide training and technical assistance to Party B on promising practices and fiscal and programmatic rules and regulations.
4. Promptly reimburse allowable expenses according to the terms and conditions set forth in this Subgrant Agreement according to the following schedule:

Quarter	Period	Due Date	Reimbursement
1 st Quarter	Oct. 1-Dec. 31	N/A	N/A
2 nd Quarter	Jan. 1-March 31	N/A	N/A
3 rd Quarter	April 1-June 30	July 30	N/A
4 th Quarter	July 1 – Sept. 30	Oct 30	30 days

The maximum amount payable under this Subgrant Agreement is \$50,000.

5. Ensure that Party B's Scope of Work activities do not supplant existing SNAP-Ed efforts or funding.

6. Review Party B's audit report and, within six months of receipt, issue a management decision on any audit findings. Party A will also ensure that Party B takes appropriate and timely corrective action to remain in compliance with federal regulations.

IV. Party B Responsibilities

Party B shall undertake the following activities during the duration of the Subgrant Agreement term:

1. Recruit and hire adult peer educators (Champions) that are from the SNAP-Ed community to teach and conduct nutrition education activities in eligible sites as outlined in the Work Plan (Exhibit B).
2. Ensure that Federal Share is not used to supplant existing SNAP-Ed funds or activities.
3. Follow all relevant laws and regulations regarding documentation, reporting, use, etc. of these federal funds in accordance with OMB circulars A-122 and A-133 (for non-profits) or OMB circulars A-87 and A-133 (for State, Local, and Indian Tribal Governments) or OMB circulars A-21 (for Educational Institutions).
<http://www.whitehouse.gov/omb/circulars/>
4. Furnish project management, contract administration and fiscal control services, including but not limited to:
 - a) Adherence to the approved Work Plan Activities and Budget Justification (attached).
 - b) Return of this Subgrant Agreement, with the required signatures, within 30 days of its receipt.
 - c) Preparation and submission of approved weekly time tracking forms for each employee charging personnel costs to the program.
 - d) Preparation and submission of quarterly Federal Share invoices to Party A according to the following schedule:

Quarter	Period	Due Date
1 st Quarter	Oct. 1 – Dec. 31	N/A
2 nd Quarter	Jan. 1 – March 31	N/A
3 rd Quarter	April 1 – June 30	N/A
4 th Quarter	July 1 – Sept. 30	Oct. 30

- a. Subgrantee shall prepare quarterly invoices and submit them to the City within thirty (30) days after the end of each quarter in which Subgrantee provided services. Subgrantee shall attach invoices, receipts, cancelled checks and other documentation including labor reports and quarterly worksheets, to supporting the charges. Failure to submit a quarterly invoice and its accompanying documentation within the 30-day period may result in late payment from the City. The City reserves the right to refuse payment of an invoice (a) received more than thirty (>30) days after the Subgrantee provided the services relating to that invoice; (b) including inallocable or ineligible expenses; or (c) for the unauthorized expense of funds requiring written approval for budget changes or modifications.
- e) Preparation and submission of Activity Logs and Progress Reports as follows:
 - a. Progress Reports, Activity Logs and Backup Documentation submitted Quarterly (same due dates as Quarterly Invoice)
- f) Participation in trainings and meetings as requested by Party A.
- g) Retention of all records supporting the contract for three (3) years after the end of the contract term. This requirement applies to fiscal records, reports and client information. Additionally, Party B agrees to make all records relating to the contract available upon request by Party A, the *Network*, CDSS and/or USDA. Any costs that cannot be substantiated by source documentation may be disallowed.
- h) Return any funds necessary to repay USDA for any federal audit exceptions in which Party B has not complied with the requirements of this SUBGRANT and applicable state and federal regulations.

V. Parties A and B Agree to the Following Provisions:

1. Documentation Approval and Acknowledgements

Documents prepared by organizations using CDPH funding for external release, in print or other media, or via the Internet, must undergo appropriate review and approval prior to release. Documents prepared by CDPH contractors and subgrantors and intended for publication and distribution by an entity outside of CDPH must receive the necessary departmental approvals prior to publishing or distribution. Concurrent submission to the internal and external review processes is not permitted. Reviews may take up to thirty (30) working days. CDPH has identified the following category of documents intended for external release applicable to nutrition education:

Health Education/Communication

- One time, periodic, or occasional
- Provides factual information to the public or target audience to prevent disease or improve health status
- Conveys a specific public health message to a select target audience about a specific public health problem or program

Examples:

- Brochure
- Fact sheet
- Media campaigns and advertisements
- Newsletter
- Fotonovela
- Press release or other press materials
- Public Service Announcement
- Social Networking – Facebook, Twitter, etc.

Materials, whether newly developed or reprinted, must include an appropriate acknowledgement/funding statement. See the *Network Branding Guidelines Manual* at <http://networkforahealthycalifornia.net/Library/docs/BrandingGuidelinesManual.pdf> for information on approved acknowledgement/funding statements and which types of materials should carry which version of the statement. For materials not listed, contact Party A for guidance on which statement is appropriate.

Whenever possible, the *Network* logo should be displayed prominently on all materials produced with *Network* funds. This includes flyers, Web pages, PowerPoint presentations, printed publications, or any other documents. *Network* logos are available in English, Spanish, black and white, color, and in different electronic file formats online in the *Resource Library* (www.networkforahealthycalifornia.net/Library).

2. Encryption of Computers and Mobile Devices

All computers and/or mobile IT devices purchased with *Network* funds and used to conduct State business must have encryption and anti-virus software installed that meet the minimum CDPH requirements as detailed in Exhibit I of the contract between CDPH and Party A (attached). Party B's invoices may be held until installation of encryption software is verified by CDPH.

3. Special Terms and Conditions

Party A and Party B shall follow all relevant and applicable regulations as specified in the CDPH "Special Terms and Conditions", also known as Exhibit D(F). These may include, but are not limited to:

- Travel and Per Diem Reimbursement – unless otherwise specified, Party A and Party B will be reimbursed for travel and per diem expenses at rates established by the California Department of Personnel Administration.
- Subgrant Requirements – as it relates to securing bids for subgrantor services and subgrantor selection approval.
- Lobbying Restrictions – for contracts and subgrants that equal or exceed \$100,000 in Federal Share.
- Intellectual Property Rights – except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property which result directly or indirectly from this Agreement.

VI. Funding

1. Federal Share SNAP-Ed funding shall not be used to supplant existing nutrition education funds or activities during the term of the contract.
2. Party B shall provide Federal Share budget documentation as requested by USDA, CDSS, CDPH or Party A.
3. Program activities shall not supplant existing nutrition education programs, and where operating in conjunction with existing programs, enhance and supplement them.
4. Funding for each federal fiscal year is subject to approval by USDA. If full funding does not become available, CDPH will amend, reduce or cancel the resulting agreement. Continuation of services beyond the first fiscal year is subject to Party A and Party B's continued successful performance.

VII. Modification and Termination

1. This agreement may be cancelled or terminated without cause by either party by giving (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment invoicing instructions/requirements.
2. Any and all amendments must be made in writing and must be agreed to and executed by the parties before becoming effective.

3. It is mutually agreed that if the Federal Budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State and Party A shall have no liability to pay any funds whatsoever to Party B and Party B shall not be obligated to perform any provisions of this Agreement for which they are not reimbursed.
4. If funding for any fiscal year is reduced or deleted by the Federal Budget for purposes of this program, the State and Party A shall have the option to either cancel this Agreement with no liability occurring to the State or Party A, or offer an agreement amendment to Party B to reflect the reduced amount.

VIII. 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. These documents may be updated periodically by CDPH, as required by program directives. CDPH shall provide the Grantee with copies of said documents and any periodic updates thereto, under separate cover. CDPH will maintain on file, all documents referenced herein and any subsequent updates.

1. Network Local Projects *Network for a Healthy California* Guidelines Manual and any revisions thereto. (Revision October 2011)
<http://www.cdph.ca.gov/programs/lcpnsi/Pages/GuidelinesManual.aspx>
2. *Network for a Healthy California* Program Letters and any revisions thereto.
<http://www.cdph.ca.gov/programs/lcpnsi/Pages/Programletters.aspx>
3. United States Department of Agriculture, Supplemental Nutrition Assistance Program Education (SNAP-Ed) Plan Guidance. (Revision Date FFY 2014)
<http://snap.nal.usda.gov/snapi/Guidance/iFY2014SNAP-EdGuidance.pdf>
4. *Network for a Healthy California* Local Health Department Funding Application Packet FFY 2014 -Including all the requirements and Attachments contained therein
<http://www.cdph.ca.gov/programs/lcpns1/Pages/1Network-LHDFAP2014.aspx>


IX. Federal Provisions

1. See attached Exhibit D for additional federal provisions included as part of this Subgrant Agreement.

X. Effective Date and Signature

This SUBGRANT AGREEMENT shall be effective upon the signature of Party A and Party B authorized officials. It shall be in force from July 7, 2014 to September 30, 2014. Party A and Party B indicate agreement with this SUBGRANT AGREEMENT by their signatures.

Signatures and dates



[Authorized signature from Party A]

Kelly Colopy
Director, Long Beach Department of
Health and Human Services

7.7.14

Date



[Authorized signature from Party B]

Darick J. Simpson
Executive Director
Community Action Partnership

7/1/14

Date



[Contract Signatory Signature] Assistant City Manager

Patrick H. West
City Manager, City of Long Beach

7.9.14

Date

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM

7-8, 2014


CHARLES PARKIN, City Attorney
By 
AMY R. WEBBER
DEPUTY CITY ATTORNEY

Exhibit A
Subgrantor Budget Justification
Community Action Partnership

Sub Staffing D

Prime Grantee Name: City of Long Beach Department of Health and Human Services
Grant Number: 13-20015
Sub Grant D Name: Community Action Partnership

Position Title <small>* Job Descriptions for each position can be found on the Job Descriptions tab.</small>	Position Names	Description of Job Duties		FTEs charged to SNAP-Ed	Total Annual Salary	Total SNAP-Ed Salary	Benefit Rate	Benefits *Total SNAP-Ed Salary X Benefit Rate	SNAP-Ed Salary, Benefits and Wages, Federal Dollars only
		% of SNAP-Ed Time spent on Mgmt/Admin Duties	% of SNAP-Ed Time spent on Direct SNAP-Ed Delivery						
9 1	Coordinator of Other Program (e.g., Teen program, Healthy Start, etc.)	TBD		0.25	\$39,358.95	\$9,839.74	32.000%	\$3,148.72	\$12,988.45
17 2	Health Educator (including Health Aide, Health Promotion Instructor, etc.)	Nutrition Educators/Peer Educators TBD (calculated at 16 hours per week at \$15 per hour x 15 weeks (end 9/30/2014))		1	\$3,600.00	\$3,600.00	12.000%	\$432.00	\$4,032.00
17 2	Health Educator (including Health Aide, Health Promotion Instructor, etc.)	Nutrition Educators/Peer Educators TBD (calculated at 16 hours per week at \$15 per hour x 15 weeks (end 9/30/2014))		1	\$3,600.00	\$3,600.00	12.000%	\$432.00	\$4,032.00
17 2	Health Educator (including Health Aide, Health Promotion Instructor, etc.)	Nutrition Educators/Peer Educators TBD (calculated at 16 hours per week at \$15 per hour x 15 weeks (end 9/30/2014))		1	\$3,600.00	\$3,600.00	12.000%	\$432.00	\$4,032.00
Totals:		105.00%	295.00%	3.25	\$50,158.95	\$20,639.74		\$4,444.72	\$25,084.45

Sub Staffing D

Definition and basis for calculations of benefit rate(s):

Payroll taxes/fees, workers comp, retirement benefits, medical/dental insurance for all permanent full-time employees (calculated at an average of 32%) and Payroll taxes/fees, workers comp and retirement benefits for all part-time employees (calculated at an average of 12%).

Sub D Budget Justification

Prime Grantee Name: City of Long Beach Department of Health and Human Services
Grant Number: 13-20015
Sub Grant D Name: Community Action Partnership

Operating Expenses

Budget Item	Description/Justification	Unit Cost	Quantity	FTE	Total
Printing/Duplication	Printing/Duplicating for printing of NEOP approved nutrition education materials, newsletters, recipe cards, etc.	\$5,000.00	1.00	1.00	\$5,000.00
Office Supplies	Pens, Paper, Folders, Toner, etc. used by staff on the budget to conduct Network eligible activities. Calculated at 1,200 per month x 4 months. Supplies to be used by all NEOP budgeted staff.	\$4,800.00	1.00	1.00	\$4,800.00
Photo Supplies	Cost for film, printing, etc. - photos used for report backup and and education activities. Cost is calculated at an estimated \$125 per month x 4 months	\$500.00	1.00	1.00	\$500.00
Postage	cost for mailing education material, event promotion material, report documents, etc. Calculated at an average of 10 pieces per month x 4 months x .46	\$18.40	1.00	1.00	\$18.40
Total Operating Expenses:					\$10,318.40

Travel and Per Diem

Travel/Position Title	Location	Trips	FTE	Days	Nights	Per Diem	Lodging	Air	Miles	Reg. Fee	Other	Total
Mileage to/from eligible nutrition education and retail sites - calculated at an average of 25 miles miles per week x 15 weeks x 3 health educators and 1 coordinator.			1	4					1,500.00			\$840.00
Total Travel and Per Diem:												\$840.00

Sub Grant(s)

Name	Description/Justification	Total
A		
Total Sub Grant(s):		\$0.00

Other Costs

Sub D Budget Justification

Budget Item	Description/Justification	Unit Cost	Quantity	Misc.	Total
Produce/Food Demo Supplies	Produce to conduct nutrition activities and tastings at eligible sites. Cost is calculated at \$50 per week x 15weeks	\$300.00	1.00	1.00	\$300.00
Education Outreach Supplies	Cost for small items used to conduct education and outreach in the community. Cost for this include small tables/carts (\$200), Chairs (\$50), Table Cloths and other Program Signage (\$250).	\$500.00	1.00	1.00	\$500.00
Nutrition Education Material	Network approved nutrition education material and teaching supplies (stickers, bookmarks, pamphlets, books, etc.) to be used in conjunction with Network funded activities. Cost is calculated at an average of \$2 per piece/item for a total of approximately 3500pieces/items.	\$7,000.00	1.00	1.00	\$7,000.00
Small Cooking Items	Cost for small cooking items, such as cutting boards, blender, pots/pans, knives, storage containers, insulated bags/coolers for food handling, etc. not provided by prime contractor and necessary to conduct work plan activities.	\$600.00	1.00	1.00	\$600.00
Total Other Costs:					\$8,400.00

Indirect Costs

Calculation Method	%	\$ of Method	Total
	12.00%	\$44,642.85	\$5,357.14
Total Indirect Costs:			\$5,357.14

Total Budget:	\$50,000.00
----------------------	--------------------

Exhibit B
Subgrantor Work Plan
Community Action Partnership

**Work Plan
Community Action Partnership
FFY14 (End Date: 9/30/2014)**

Activity #1: Reports, Training, Invoicing, and Grant Requirements

1. Complete and submit all mandatory documentation such as monthly Progress Reports, Event Summary Reports, completed Education Administrative Reporting System (EARS), and quarterly invoices.
2. Attend and/or Participate in *NEOP*-sponsored meetings and trainings that relate to Peer to Peer Deliverables. Also participate in quarterly LHD Partners Meetings.
3. Reference the United States Department of Agriculture (USDA) regulations and guidelines to ensure all activities are allowable and appropriately documented.
4. Submit any documents produced for use with this grant to Long Beach Health Department (LBHD) Project Director for review and approval prior to use/distribution.

Activity #2: Peer to Peer (Healthy Active Long Beach Champions)

1. Recruit and train at least 3 Peer Educators from SNAP-Ed eligible neighborhoods.
 - Use USDA approved lessons and material to train peer educators
 - Partner with Local Health Department (LBDHHS Healthy Active Long Beach) so that Peer Educators can participate in retail, faith based, Policy Systems and Environmental Change (PSE), and/or community activities.
2. Peer Educators (Champions) will promote and conduct at least 1-3 education series and/or community events using USDA approved lessons and material to reach a minimum of 100 unduplicated SNAP-Ed-eligible individuals.
 - Classes to be conducted at pre-approved SNAP-Ed eligible sites.
3. Peer Educators (Champions) will participate in the LBDHHS Healthy Active Long Beach Fruit and Veggie Party (September, 2014).

Exhibit C
Allowable/Unallowable Cost Table

Allowable and Unallowable Costs

General Information

The Allowable/Unallowable Chart listed below may change periodically based on United States Department of Agriculture (USDA) Guidance for the Supplemental Nutrition Assistance Program Education (SNAP-Ed). The *Network for a Healthy California (Network)* will notify contractors of all updates through Program Letters and on the *Network* website. USDA rules for allowable and unallowable costs apply to State and Federal Share. All SNAP-Ed activities and materials must be reasonable (in cost and scope) and necessary and targeted to Supplemental Nutrition Assistance Program (SNAP) eligible persons.

Persons eligible for SNAP-Ed are those who are participating in SNAP, those who are likely eligible for participation because their income does not exceed 130 percent of Federal Poverty Level (FPL) **or those who are potentially eligible because their income does not exceed 185 percent of the FPL.**

SNAP-Ed activities may be delivered to potentially eligible target audience with at least 50 percent having household incomes not higher than 185 percent of the FPL. Activities in school districts or organizations working with schools must document that over 50 percent of the students are enrolled in the free or reduced price school meal program at each participating school site.

If there are changes in the *SNAP-Ed Plan Guidance* for any given Federal Fiscal Year (FFY) that impact the Allowable and Unallowable Costs, the *Network* will update the website with a revised Allowable and Unallowable Costs document. Note: Contractors will be required to comply with the new FFY USDA Guidance and will be notified by email as changes occur.

IV. Chart of USDA Allowable and Unallowable Costs

1. Equipment
2. Food Demonstrations
3. CalFresh Promotion and CalFresh Outreach
4. Gardening
5. Literature/Materials/Audiovisuals
6. Media Activities
7. Medical Equipment and Health Services
8. Research, Evaluation and Needs Assessments
9. Nutrition Education Events/Classes
10. Nutrition Education Materials
11. Physical Activity Promotion
12. Systems, Policy and Environmental Education (Consumer Empowerment)
13. Profits/Revenues/Fund Raising/Grant Writing
14. Space Allocations
15. Social Marketing
16. Staff Training, Conferences, and Other Costs
17. Income Qualifications
18. Retail, Restaurants, and Worksite
19. SNAP-Ed Eligible Costs per Participant
20. Personnel

**ALLOWABLE AND UNALLOWABLE COSTS
BASED ON USDA GUIDANCE FFY 2013**

<u>ALLOWABLE</u>	<u>UNALLOWABLE</u>
1. Equipment	
<ul style="list-style-type: none"> ▪ Purchase of office or electronic equipment (such as computers TV, VCR, cameras, etc.). A public organization may donate equipment and use fair market value; however, any fair market value must be reduced if it was bought with federal funds. (Multiplying the fair market value by the percentage share invested in the equipment may factor this value.) ▪ All equipment must be reasonable (in cost and scope), necessary, and integral to the nutrition education activity. If the equipment is also being used to support other activities, or not being used by 100 percent Full Time Equivalent (FTE) staff, the costs must be prorated. ▪ Equipment shared with non-SNAP users when cost-shared with those users. ▪ Equipment purchased may be returned to the State at the request of the <i>Network</i> if the project is terminated or the Contractor no longer participates in the <i>Network</i>. ▪ Only one salad bar per contract is allowed for educators to use for nutrition education. ▪ Purchase of one mobile food demonstration cart per contractor for nutrition education. If more than one is needed, a written justification of reasonable and necessary can be submitted for consideration. ▪ Kitchen appliances and storage equipment only with justification of reasonable and necessary need. ▪ Flash drives, such as Iron Key flash devices and Kingston Privacy Edition flash devices, as long as it is used for SNAP-Ed 	<ul style="list-style-type: none"> ▪ Electronic or office equipment that exceeds \$5,000 unless such prior approval is received from the <i>Network</i>. ▪ Food service equipment for food service use. ▪ Medical equipment, except for inexpensive equipment such as anthropometric measuring tools if needed that can be used to measure height and weight to determine and discuss BMI and calorie balance/physical activity. ▪ Cell Phones (unless contractor can meet criteria). ▪ Global Positioning Systems (GPS) systems and/or devices. ▪ Walkie talkies and/or handheld two-way radios. ▪ IPods, iPads and accessories. ▪ Ice Makers. ▪ External hard drives both CDPH and state policy prohibit these devices as they are considered security risk, and cannot be encrypted.

<u>ALLOWABLE</u>	<u>UNALLOWABLE</u>
related activities.	
2. Food Demonstrations	
<ul style="list-style-type: none"> ▪ Cost of food for recipe/taste testing purposes that promotes healthy eating, especially fruits and vegetables. Cost of kitchen equipment and dishes necessary for food storage, preparation, and display of food prepared for demonstration purposes. ▪ Equipment costs must be prorated to reflect the SNAP-Ed portion, if other programs or projects use the equipment. ▪ Cost for food <u>samples</u> associated with a nutrition education lesson. A recommended guideline for taste testing samples is \$2.50/person, including supply costs. In some cases, a slightly higher cost per person may be justified. ▪ Staff time to prepare, transport, serve, and clean-up food for demonstration and/or taste testing purposes. ▪ Food may be donated, but the actual cost may not be leveraged or claimed on any SNAP-Ed budget. 	<ul style="list-style-type: none"> ▪ Ongoing snack or food service. ▪ Meal size portions or complete meal service, including “training table meals”. (<u>Portions sizes must be limited to taste test sample sizes, and cannot be snacks, partial meals, or complete meal service.</u>) ▪ The purchase of water for food demonstrations is unallowable, unless approved by the <i>Network</i>. ▪ Cost of food provided as groceries or supplemental food. ▪ Distributing or providing meals or snacks to SNAP-Ed eligible persons for attendance of nutrition education classes or events. ▪ Use of staff time to prepare or serve meals or develop food or produce displays. Snacks, meals, or the use of food/fruit for decoration or display purposes.
3. SNAP Promotion and CalFresh Outreach	
<ul style="list-style-type: none"> ▪ A brief message about SNAP must be provided on all newly developed or reprinted materials. The following is recommended: “SNAP provides nutrition assistance to people with low incomes. It can help you buy nutritious foods for a better diet. To find out more, contact [enter your local office or toll-free number, or other useful information to help identify how to get services].” ▪ USDA asks that all nutrition education efforts include a <i>brief</i> promotional SNAP message about the availability and benefits of SNAP <u>within the context of</u> 	<ul style="list-style-type: none"> ▪ Any activity or set of activities in which the primary objective is to increase participation in SNAP through individual applicant assistance, community-based outreach message dissemination, or facilitation of systemic changes in SNAP that enhance program accessibility (Outreach). ▪ Examples of unallowable Outreach activities include: <ul style="list-style-type: none"> - Pre-screening or assisting individuals with completing SNAP applications and obtaining verification;

<u>ALLOWABLE</u>	<u>UNALLOWABLE</u>
<p>nutrition education.</p> <ul style="list-style-type: none"> ▪ Within the context of nutrition education interventions, staff may distribute CalFresh Outreach materials such as brochures, applications, and posters to promote SNAP. 	<ul style="list-style-type: none"> - Accompanying individuals to SNAP office to assist with the application process; - Conducting outreach workshops for members of community organizations that serve low-income people; - Convening meetings that focus exclusively or primarily on SNAP Outreach and increasing SNAP participation; - Reimbursing the mileage for outreach training or meeting attendance; - Producing print materials (e.g., brochures, posters) that are primarily SNAP outreach in nature; - Developing and placing print, radio or television media advertisements to be used as public service announcements to educate potential applicants about SNAP; - Designing a SNAP Outreach program, including the development, publication, and distribution of materials to the community; - Working with local agencies to plan and implement SNAP Outreach and Program; - Accessing strategies, as well as monitoring and/or evaluating agencies' outreach performance; and - Funding State or local staff to develop, implement, or oversee SNAP Outreach activities. <ul style="list-style-type: none"> ▪ Costs for the following are neither reimbursable through SNAP promotion nor SNAP Outreach: <ul style="list-style-type: none"> - Implementing "Direct Certification" of SNAP households for other programs; - Outreach and recruitment for non-SNAP (e.g. School Breakfast

<u>ALLOWABLE</u>	<u>UNALLOWABLE</u>
	<p>Program, National School Lunch Program or WIC); and</p> <ul style="list-style-type: none"> - Implementing environmental or systematic changes and strategies, in which the primary objective is to increase participation in a non-SNAP. ▪ States may not use SNAP-Ed funds for local community food security and needs assessments, except where such an activity is of minimal or no cost and is integral to general SNAP-Ed nutrition education program planning. ▪ SNAP-Ed funds may not be used to actively promote and conduct outreach for the SNAP, the National School Lunch Program, the School Breakfast Program, and other Food and Nutrition Services programs. Brief messages identifying these as sources of food assistance are allowable.
4. Gardening	
<ul style="list-style-type: none"> ▪ Educational supplies, curricula, and staff salaries to teach gardening concepts as part of nutrition education efforts that reinforce the beneficial nutrition aspects of gardening. ▪ The purchase of seeds, seedlings, plant starts (edible for food only), and small gardening tools and supplies to assist in developing school and community garden projects. ▪ Staff salaries to establish and maintain community gardens, i.e., in low-income housing projects, schools, etc. may be allowable but should be submitted for prior approval. 	<ul style="list-style-type: none"> ▪ The cost for the rental or purchase of garden equipment (fertilizer, tractors or the purchase or rental of land for garden plots is allowable).
5. Literature/Materials/Audiovisuals	
<ul style="list-style-type: none"> ▪ The purchase or production costs of nutrition education/promotion materials 	<ul style="list-style-type: none"> ▪ Costs for any nutrition education materials that have already been charged

<u>ALLOWABLE</u>	<u>UNALLOWABLE</u>
<p>that address SNAP-Ed topics and are for use with or distribution to the SNAP-Ed audience.</p> <ul style="list-style-type: none"> ▪ The purchase of other nutrition education materials when there are no materials available that address SNAP-Ed topics and will be used with SNAP-Ed target audience. ▪ The production of nutrition education materials, for which there <u>is no other existing comparable material</u>, which support the State's goals and objectives for SNAP-Ed and will be distributed to SNAP-Ed eligible persons. It is encouraged that States collaborate with other SNAP programs on the messages conveyed and the costs of education materials. The State agency must describe the method used for allocating costs between the programs. <ul style="list-style-type: none"> - Prior to production, materials must be justified, reviewed and approved by <i>Network</i> staff and contain appropriate <i>Network</i> and USDA acknowledgements. ▪ Fact sheets, brochures, newsletters, and calendars, etc. that are produced for distribution to SNAP-Ed eligible persons and similar persons about nutrition topics such as food choices, food budgeting, and food preparation. <ul style="list-style-type: none"> - <i>Harvest of the Month (HOTM)</i> menu slicks should be prorated at 60%. Please note that this percentage holds as long as the HOTM menu slicks templates are not edited (i.e., no modifications to the nutrition education content). Non-HOTM menu slicks should be prorated based on the amount of nutrition education. ▪ Videos and websites developed for use by 	<p>to another Federal or private program or source.</p> <ul style="list-style-type: none"> ▪ Any material that endorses or promotes brand name products or retail stores. ▪ Paying for manufacturer's or store (cents off) coupons. ▪ Production of written or visual messages whose principal purpose is to influence a store's pricing policy. ▪ The purchase or production of written or visual materials for purposes of lobbying or influencing Federal, State, or local officials to pass or sign legislation or to influence the outcomes of an election or referendum, or initiative. ▪ Contractor developed materials that do not give attribution to the SNAP. ▪ Negative written, visual, or verbal expressions about specific foods, beverages, or commodities. ▪ Purchase or production of written or visual nutrition education messages that is not consistent with the current Dietary Guidelines for Americans and MyPlate.

<u>ALLOWABLE</u>	<u>UNALLOWABLE</u>
<p>SNAP-Ed eligible persons, about nutrition education and related topics. Timeframe for redevelopment and reproduction is limited to once every other year. More frequent updates require justification.</p> <ul style="list-style-type: none"> ▪ Materials targeted to intermediaries who deliver services to SNAP-Ed eligible persons. 	
6. Media Activities	
<ul style="list-style-type: none"> ▪ Paid or public service radio and television commercials or advertisements promoting healthy eating directed towards SNAP-Ed eligible persons within the community. ▪ Local media activities, including media advertisements, must be coordinated with and complementary to State media activities. ▪ Contractors must provide a justification as to why local media activities are reasonable and necessary and provide the target audience income data that qualify the activities for SNAP-Ed funding. Paid media costs and activities must target SNAP-Ed eligible persons in qualified census tracts, use outlets where over half of the audience meet SNAP-Ed eligibility criteria, or use outlets approved by USDA. ▪ Public relations activities including media appearances, interviews, preparation of press releases and press kits, training of spokespersons, announcements publicizing community events, or resources for SNAP-Ed eligible persons. ▪ Development of media materials, including public service or paid advertisements that have received prior approval from <i>Network</i> staff and the USDA Western Regional Office. 	<ul style="list-style-type: none"> ▪ Media activities to promote or present nutritional messages to the general public which are not targeted to the SNAP-Ed eligible population. ▪ Creating media activities that make derogatory statements about a particular food, beverage, or commodity. ▪ Developing media advertisements to promote participation in programs other than CalFresh. ▪ Media materials that do not display appropriate USDA acknowledgement.
7. Medical Equipment and Health Services	

<u>ALLOWABLE</u>	<u>UNALLOWABLE</u>
<ul style="list-style-type: none"> ▪ Inexpensive equipment such as anthropometric measuring tools if needed that can be used to measure height and weight to determine and discuss BMI and calorie balance/physical activity. ▪ Salaries and benefits of personnel to collect dietary intake data based on a 24-hour recall, food frequency questionnaires, or other assessment of nutrition knowledge and behaviors. ▪ Health promotion activities and interventions aimed at primary prevention of disease (prevent or postpone the onset of chronic disease) and designed to help SNAP-Ed eligible persons establish and maintain active lifestyles and healthy eating habits. ▪ USDA will reimburse staff only at compensation rates representative of the work they conduct with SNAP-Ed rather than their regular rate for their job. (e.g., practicing law or medicine). ▪ The allowability of the use of health care facilities in the delivery of SNAP-Ed hinges on whether the organization is public or private. The organization status as “profit” or “non-profit” status is not relevant. SNAP has determined that unless an absolute need is demonstrated (i.e., no other SNAP-Ed provider is available) participation by non-governmental (private) health care organization is not reasonable or necessary and should be discouraged. See page 52 of the Supplemental Nutrition Assistance Program Education Plan Guidance, at http://www.nal.usda.gov/fsn/Guidance/FY2013SNAP-EdPlanGuidance.pdf. - Health Care Facilities should work with Program Manager to determine if this policy will impact their <i>Network Contract</i>. 	<ul style="list-style-type: none"> ▪ Medical equipment or health services related to health assessment of recipients; obtaining data on nutritional status, chronic disease, or chronic disease risk assessments. This includes obesity prevention and/or weight management programs which may be billable to MediCal or other medical insurance. ▪ Clinical health screenings (i.e., cholesterol testing, and blood glucose testing, etc). ▪ Dental hygiene activities, including instruction on proper brushing and flossing ▪ Medical equipment (e.g., scales, sphygmomanometer, skinfold calipers, glucometer, breast pumps). ▪ Secondary prevention interventions and Medical Nutrition Therapy. Secondary prevention interventions include activities that help people who already have a chronic disease cope with and control these conditions and prevent additional disability. Medical Nutrition Therapy involves the assessment of nutritional status and the assignment of diet, counseling, and/or specialized nutrition therapies to treat an individual’s illness or condition; it is conducted in association with a prescription from a qualified professional as a physician or nurse practitioner. ▪ Salaries of health professionals such as physicians, nurses, pharmacists, dentists charged at their regular rate for their job (e.g., practicing medicine, law, database coordinator, etc.) rather than compensated at rates representative of the work they conducted with SNAP-Ed. If salaries appear to be exceptionally high given the described job duties and

<u>ALLOWABLE</u>	<u>UNALLOWABLE</u>
	relative to the salaries noted for other SNAP-Ed projects, the contractor will be required to submit a justification to the Contract Manager prior to the approval of the position.
8. Research, Evaluation and Needs Assessments	
<ul style="list-style-type: none"> ▪ Consumer and intermediary/market research and pilot testing of interventions for SNAP-Ed eligible persons. ▪ <i>Network</i>-approved consultant services for research and evaluation expertise linked to SNAP-Ed. ▪ Conducting focus groups as an essential part of developing and testing targeted nutrition messages for the SNAP-Ed eligible audience. ▪ Reimbursement for personal costs such as childcare, meals, lodging, and transportation for recipients of SNAP-Ed to actively participate in focus groups, needs assessments, and advisory groups to inform and improve SNAP-Ed effectiveness. ▪ Intercept surveys, key informant interviews, record audits, and community surveys of SNAP-Ed activities. ▪ Telephone or mail surveys and the purchase of questions for surveys of SNAP-Ed eligible persons. ▪ Formative research for program planning and process, impact, and outcome evaluations of SNAP-Ed interventions. ▪ Funding for all surveillance/and surveys must be pro-rated to reflect only the percentage of respondents at <u>130% of poverty or less</u> unless the surveillance/survey activity is directed to SNAP-Ed eligible persons only. ▪ Local agency evaluation projects should focus on evaluating SNAP-Ed activities 	<ul style="list-style-type: none"> ▪ Payment to subjects for their participation in research/evaluation studies. ▪ Research that does not target SNAP-Ed eligible persons. ▪ Costs associated with surveillance or surveys of the general population that are not prorated based on the number of likely SNAP-Ed eligible respondents (persons with incomes less than or equal to 130% of poverty guidelines/thresholds, with certain exceptions). ▪ Local community food security and needs assessments except where such an activity is of minimal or no cost and is integral to general SNAP-Ed nutrition education program planning. ▪ Use of “Changing the Scene” and the “School Health Index” with SNAP-Ed funds is unallowable based on these resources focusing on policy and environmental change. ▪ Incentive payments to encourage attendance at focus groups. ▪ Costs associated with developing nutrition education standards for grade, school, or district-wide levels. For this to be pursued SNAP-Ed should not be the sole contributor; instead costs should be shared with other participating schools or districts. If all school participants are not SNAP-Ed eligible, costs should be prorated.

<u>ALLOWABLE</u>	<u>UNALLOWABLE</u>
<p>and assessing the effectiveness of SNAP-Ed interventions in improving dietary habits.</p> <ul style="list-style-type: none"> ▪ Assessments of consumer needs and access to healthy foods as an integral part of program planning to increase the effectiveness of SNAP-Ed interventions and strategies. The costs, however, must be minimal, reasonable and limited to the scope of the SNAP-Ed activities. 	
9. Nutrition Education Events/Classes	
<ul style="list-style-type: none"> ▪ Participation in nutrition education activities/events does not require prorating of costs if your organization can demonstrate that at least 50% of the participants meet the 185% FPL targeting requirement. If this cannot be demonstrated, costs associated with the event must be prorated to the percent of the community that is at or below 130% FPL. ▪ Structured, interactive educational and promotional events in community, cafeteria, and classroom settings. Associated costs of salaries, space, equipment and materials for education of SNAP-Ed eligible persons on nutrition related topics (e.g., food budgeting, preparation, safety). If nutrition education is included with other topics, only that portion of class pertaining to nutrition education is an allowable cost. ▪ The <i>pro rata</i> share of costs of classes that are provided to targeted groups in conjunction with another program (e.g., WIC), provided the local agency provides the interagency agreement that exists between the programs and the method for allocating costs between the programs. ▪ All activities that address the topic of breastfeeding must be planned and implemented in collaboration with WIC 	<ul style="list-style-type: none"> ▪ Classes that are designed to provide case management or "life skills" training (e.g., parenting, child development, crisis management, rental information). Only that portion of the class related to nutrition education is allowable. ▪ Medical Nutrition Therapy and secondary prevention interventions. ▪ Clinical health screening (i.e., cholesterol testing, and blood glucose testing, etc...) ▪ Money, vouchers, or passes provided to SNAP-Ed recipients to offset personal costs incurred so that they may attend nutrition education and obesity prevention classes, e.g. for childcare and transportation expenses. ▪ Breastfeeding education, promotion, and support that duplicates or otherwise is provided by other funding sources such as WIC. ▪ Weight loss classes, individualized meal plans, obesity treatment programs, etc. ▪ Nutrition education costs that are charged to another Federal program (e.g., WIC, EFNEP, Head Start, etc.). ▪ Distribution of reinforcement items (NERI) costing over \$4.00 each. ▪ Incentive payments to encourage

<u>ALLOWABLE</u>	<u>UNALLOWABLE</u>
<p>through an MOU. Breastfeeding activities must supplement and not supplant existing WIC activities.</p> <ul style="list-style-type: none"> ▪ Promotion or marketing of the nutrition benefits of a Salad Bar Program. ▪ Where operating in conjunction with existing programs, activities should enhance and/or supplement, not supplant them. For example, the cost for a home economics teacher to conduct an extracurricular cooking club for low-income teenagers could be allowable, while using SNAP-Ed funds to replace costs of routine nutrition school classes would constitute inappropriate supplanting of ongoing school curricula. ▪ Local SNAP-Ed contractors wanting to implement a mini-grant program must first get Network approval. (Mini-grant projects awarded by local SNAP-Ed contractors must be reviewed and approved by USDA prior to funding being allocated to any mini-grant project). Mini-grant projects must submit the following to the Network for review and submission to USDA: (1) description of the project, (2) targeting data, and (3) budget justification. ▪ Activities where the primary objectives pertain to allowable nutrition education, but brief SNAP outreach messages are also shared with SNAP-Ed participants. SNAP information materials are available to download on the FNS web site at: http://www.fns.usda.gov/fns. ▪ Nutrition education activities that promote the selection of healthy foods from vending machines. ▪ Classes on calorie balance (nutrition and physical activity) to manage weight consistent with Dietary Guidelines for Americans. ▪ Activities that assist in advancing a 	<p>attendance at nutrition education classes.</p> <ul style="list-style-type: none"> ▪ Personal costs for recipients to attend nutrition education activities such as childcare and transportation services. ▪ Personnel costs for staff to monitor students' food selections or other such activities within the realm of school food service (such as food service workers only encouraging fruit and vegetable intake in cafeteria, as opposed to a more curriculum-based cafeteria intervention). ▪ Education for incarcerated or institutionalized persons who are not eligible for the SNAP Program (i.e., persons in jails, prisons, nursing homes, mental institutions, etc.). ▪ Activities where the primary objective(s) is (are) to conduct outreach efforts to SNAP or other programs. ▪ Most able-bodied students ages 18 through 49 who are enrolled in college or other institutions of higher education at least half time are not eligible for the SNAP Program and therefore not eligible to receive SNAP-Ed. However, students may be qualified for CalFresh benefits if otherwise income-eligible and they can meet one of the criteria listed below: <ul style="list-style-type: none"> - Receive public assistance benefits under Title IV-A Program; or - Take part in a State- or Federally-financed work study program; or - Work at least 20 hours a week; or - Are taking care of a dependent household member under the age of 6; or are taking care of a dependent household members over age 5, but under age 12 and do not have adequate child care to enable them to attend school and work a minimum of

<u>ALLOWABLE</u>	<u>UNALLOWABLE</u>
<p>nutrition education or obesity prevention-related community or environmental change for the low-income population.</p>	<p>20 hours, or to take part in a State or Federally financed work study program; or</p> <ul style="list-style-type: none"> - Are assigned to or placed in a college or certain other schools through: <ul style="list-style-type: none"> ▪ A program under the Workforce Investment Act of 1998; or ▪ A program under Section 236 of the Trade Act of 1974; or ▪ An employment and training program under the Food Stamp Act, or ▪ An employment and training program operated by State or local government. ▪ Also, a single parent enrolled full time in college and taking care of a dependent household member under the age of 12 can get SNAP if otherwise eligible.
10. Nutrition Education Materials	
<ul style="list-style-type: none"> ▪ Nutrition education materials designed for physical activity promotion must be provided in conjunction with relevant nutrition and physical activity messages (e.g., Frisbee, jump rope, visor). ▪ Expenditures on nutrition education materials must have prior California Department of Public Health approval and must comply with all State and Federal safety requirements with respect to production, including Prop 65 requirements for lead and other contaminants. 	
11. Physical Activity Promotion	
<ul style="list-style-type: none"> ▪ Physical activity (PA) promotion as a component of broader nutrition activities. This may include (1) promotion of PA 	<ul style="list-style-type: none"> ▪ Ongoing exercise or PA classes, (e.g., yoga classes, walking clubs, sports teams, running classes, gym classes)

<u>ALLOWABLE</u>	<u>UNALLOWABLE</u>
<p>messages/PA recommendations contained in the current <i>Dietary Guidelines for Americans</i>, (2) PA demonstrations (instructional in nature, on a <u>one-time basis for clients or staff</u>), (3) provision of technical assistance, and (4) community resource information (such as free or low-cost local fitness events) in order to encourage program participants to engage in regular PA.</p> <p>Note: For PA demonstrations at <i>Network</i>-funded school districts, the <i>Network</i> and USDA have negotiated a pre-approved contract with SPARK (Sport, Play and Active Recreation) to conduct one-time demonstrations. If a school district is using SNAP-Ed funds to conduct a SPARK one-time demonstration, they must use the pre-approved contract for services and costs. School districts may use other vendors to conduct one-time demonstrations.</p> <ul style="list-style-type: none"> ▪ Ongoing exercise or PA classes, (e.g., yoga classes, walking clubs, sports teams, running classes, gym classes) with justification and prior approval from USDA. ▪ SNAP-Ed staff may use SNAP-Ed funds to promote PA in the context of nutrition education, but they may not use SNAP-Ed funds to develop stand-alone PA materials or projects. ▪ Purchase/development of educational materials promoting PA and integrating PA into nutrition education for SNAP-Ed eligible persons. All newly developed materials must have <i>Network</i> approval before final production. USDA prefers the utilization of existing materials when possible. ▪ Walk to School events that are part of a larger nutrition education campaign. Allowable activities for Walk to School include collaborating with school partners 	<p>without justification and prior approval from USDA.</p> <ul style="list-style-type: none"> ▪ The implementation of PA environmental interventions, (i.e., implementation of any environmental improvements to increase neighborhood walkability). ▪ Costs incurred for health club or gym memberships, dues, equipment, (e.g., bicycles, treadmills, stair steps, weights, etc.), facilities (rental or modifications) or trainers/exercise leaders for ongoing exercise classes. ▪ Personnel costs for conducting or maintaining exercise or PA classes. (Exception: one-time PA demonstration). ▪ PA supplies for class participants are not allowable except for instructor demonstrations. ▪ The purchase of water for physical activity promotion is unallowable, unless approved by the <i>Network</i>. ▪ PA promotional materials developed with SNAP-Ed funds without <i>Network</i> prior approval.

<u>ALLOWABLE</u>	<u>UNALLOWABLE</u>
<p>to promote the Walk to School Day event and/or participating (but not leading) the event. <i>Network</i>-funded staff should work with partners to ensure that nutrition education and nutrition-related activities are included in the Walk to School event.</p> <ul style="list-style-type: none"> ▪ PA education and promotion as part of nutrition education sessions in SNAP. ▪ Information on local sites where SNAP-Ed eligible and other low-income persons can access a diverse range of low or no-cost activities appropriate for different ages and physical abilities. ▪ Physical activity bulletin boards or displays around the CalFresh offices, clinics or community. ▪ Referral to library or web site resources on physical activity. ▪ Development and provision of information and resource lists to target audiences. ▪ A certified physical fitness professional should be consulted throughout the development phases of materials that contain PA content. The cost of such consultation is allowable if it is reasonable and necessary. ▪ Purchase of educational materials that promote PA for SNAP-Ed eligibles. Examples of educational materials include brochures, newsletters, posters, public service announcements, audiotapes, videotapes, and DVDs. These materials may be purchased or obtained free from reliable sources such as government organizations, PA associations, or other authorities on the subject. ▪ Nominal value physical activity items may be purchased as SNAP-Ed supplies. Allowable items would be of nominal value to meet the reasonable and necessary test. 	

<u>ALLOWABLE</u>	<u>UNALLOWABLE</u>
12. Systems, Policy and Environmental Education (Consumer Empowerment)	
<ul style="list-style-type: none"> ▪ SNAP-Ed funds may be used to promote, but not implement, systems, environmental, or policy change, if and only if such promotion is directly linked to, supportive of, and proportionate to direct nutrition education efforts for SNAP-Ed clients. SNAP-Ed staff may encourage SNAP-Ed eligible persons to pursue positive changes in nutrition systems, environment, and policy changes, and provide them with a list of strategies to assist with this effort (community empowerment). ▪ Systems, policy, and environmental change may be included in projects, if the activities are supportive and proportionate to direct nutrition education activities. ▪ <i>Network</i> Contractors are allowed to participate but not lead the development or implementation of school wellness committees or school health councils for that segment of the community who are SNAP-Ed eligible. ▪ Participation on relevant State and local advisory panels. 	<ul style="list-style-type: none"> ▪ Any activity or material to lobby or influence Federal, State, or local officials to pass or sign legislation or to influence the outcomes of an election, referendum, or initiative. ▪ Organized efforts to influence elected officials and lobby for legislative/policy changes. ▪ Costs associated with the establishment and maintenance of environmental or policy changes in the community, such as staffing, infrastructure, equipment, space, land, construction, or supplies.
13. Profits/Revenues/Fund Raising/Grant Writing	
<ul style="list-style-type: none"> ▪ Sale of publications/nutrition education materials produced with SNAP-Ed funds. Publications/materials must be sold <u>at cost</u> (cost includes concept development, production, and distribution). ▪ Any sales received by Contractor must be accounted for in a separate, identifiable account, reported to the State on the SF-269 form, and used to meet agreed upon and allowable programmatic needs of the Contractor, or the sale proceeds must be returned to the State. 	<ul style="list-style-type: none"> ▪ Sale of publication/materials for a profit produced with USDA dollars without prior approval from the <i>Network</i> and USDA. ▪ Costs of organized fund raising/grant writing including financial campaigns, solicitation of gifts and bequests, and similar expenses incurred to raise capital or obtain contributions, regardless of the purpose for which the funds will be used.

<u>ALLOWABLE</u>	<u>UNALLOWABLE</u>
<ul style="list-style-type: none"> ▪ Attendance at trainings on sustainability. 	
14. Space Allocations	
<ul style="list-style-type: none"> ▪ Space allocated for nutrition education programs in which the plan for the space/cost allocation is documented and actual out-of-pocket costs are incurred and tracked. ▪ Space donated by local school districts, but only the cost of space based on depreciation or use allowance. ▪ Space must be prorated by Full Time Equivalent (FTE) when staff position is not dedicating 100% FTE to the <i>Network</i> contract. 	<ul style="list-style-type: none"> ▪ Commercial rental rates may not be used for publicly owned space. ▪ Space costs that are donated by a private third party or <u>public entity</u>, or costs that are fully funded by another program (e.g., USDA WIC and EFNEP programs). For publicly owned space, amounts claimed under “rent” must represent actual costs of ownership and/or maintenance for the property, NOT the “fair market value” if the space was rented on the open market. For example, if a county or school district donated space to a program to use in the conduct of eligible nutrition education, and the county or school district was not incurring any ownership or maintenance costs for that space, no “fair market value” may be assigned to that space for the purposes of determining cost.
15. Social Marketing	
<ul style="list-style-type: none"> ▪ Local radio and television announcements of nutrition education events for SNAP-Ed-eligible persons. (See #6, MEDIA). ▪ Appropriate social marketing campaigns that target nutrition messages to SNAP-Ed eligible person audiences and are delivered in areas/venues where at least 50% of persons have incomes, equal to or less than 185% FPL. Prior approval is required from the <i>Network</i> and USDA. 	<ul style="list-style-type: none"> ▪ Social marketing campaigns that target the general population. In some instances, prorated costs based upon numbers of likely SNAP-Ed eligible persons ($\leq 130\%$ of poverty) guidelines/threshold, with certain exceptions, that will be reached with the campaign may be allowed. ▪ Publications or dissemination of nutrition education messages that are inconsistent with the current Dietary Guidelines for Americans and MyPlate. ▪ Nutrition education messages that convey negative message or disparage specific foods, beverages, or commodity,

<u>ALLOWABLE</u>	<u>UNALLOWABLE</u>
	<p>or which are not consistent with the 2005 Dietary Guidelines for Americans and My Pyramid.</p> <ul style="list-style-type: none"> ▪ TV and radio announcements/advertisements that do not include a brief message about SNAP, its benefits, and how to apply.
16. Staff Training, Conferences, and Other Costs	
<ul style="list-style-type: none"> ▪ SNAP-Ed related training for program delivery staff. ▪ Staff time spent delivering nutrition education and obesity prevention services to the SNAP-Ed target audience. Time must be charged at a rate commensurate with the duties being performed. ▪ Attendance must be justified in terms of the benefits to implementing the contract Scope of Work. Prior written authorization is required from <i>Network</i> staff for any new training/travel not already listed on the approved budget. ▪ Travel costs associated with <i>Network</i> business or to a <i>Network</i>-sponsored training or event will be 100% reimbursed even if the person is not 100% FTE. However, if the conference is not <i>Network</i>-sponsored, travel costs must be prorated based on FTE paid by SNAP and for the portion of the conference or training that qualifies as nutrition education. ▪ Participation in regional or state coalitions such as <i>Network</i> Regional Collaborative, Network State Wide Collaborative, and Nutrition Steering Committee Action Teams on SNAP-Ed business. ▪ Nutrition education training materials. ▪ SNAP-Ed-related training for program delivery staff (e.g., <i>Children's Power Play! Campaign, Harvest of the Month, Community Health Leaders, Latino</i> 	<ul style="list-style-type: none"> ▪ Travel outside the State of California without prior written authorization from <i>Network</i> staff. Attendance must be justified and travel request approved. ▪ No more than four SNAP-Ed staff (including <i>Network</i>, Department of Social Service and University of California Davis state and local agencies) are allowed to travel for national-level conferences, meetings or training, even when occurring in the State. Attendance must be justified and have prior USDA approval. ▪ Costs for clerical, administrative staff, and other staff not providing direct services to the SNAP-Ed eligible population to attend conferences. ▪ University courses that are not relevant to the practical delivery of SNAP-Ed to the target audience. ▪ Costs of training materials that have not been reviewed/approved for use in SNAP-Ed. ▪ Money, vouchers or passes provided to SNAP-Ed recipients in conjunction with SNAP-Ed activities. ▪ Childcare or transportation services provided for SNAP-Ed recipients in conjunction with SNAP-Ed activities. (exception focus groups) ▪ Substitute teacher's costs for <i>Network</i>-funded teachers while they are at

<u>ALLOWABLE</u>	<u>UNALLOWABLE</u>
<p><i>Campaign</i>).</p> <ul style="list-style-type: none"> ▪ Food safety training for staff conducting <i>Network</i> activities involving food (e.g., cooking demonstrations) ▪ SNAP-Ed support or partial sponsorship of meetings, conferences and summits must be pro-rated based on both the proportion of the target audience that represents SNAP-Ed eligible stakeholders and the proportion of the agenda related to nutrition for low-income audiences. ▪ SNAP-Ed funds may be used to provide general briefings and trainings to community health professionals, if the State can demonstrate that such professionals serve a majority of SNAP-Ed eligibles. ▪ Funds spent on training, workshops, meetings, and summits should target SNAP-Ed eligibles or intermediaries working with SNAP-Ed eligibles. ▪ Institutional memberships in business, technical, and professional organizations. These costs must be consistent with the effort to promote the provision of quality nutrition services to SNAP-Ed eligible persons. Proration would need to be applied if the membership does not benefit SNAP-Ed 100% ▪ Nutrition education activities that promote the selection of healthy foods from vending machines. ▪ Contractors may prorate hotel wireless fees by FTE, conference content, and SNAP-Ed-specific usage. Contractors should first utilize their daily incidental allowance towards these costs. 	<p><i>Network</i> or nutrition education trainings.</p> <ul style="list-style-type: none"> ▪ Stipends to teachers for attending trainings outside of classroom hours are unallowable. ▪ Training or professional development costs of food service workers and others not directly associated with delivery of SNAP-Ed (e.g., Serve Safe Training). ▪ Costs to support travel and other costs associated with the <i>Network's</i> participation in national committee meetings. (This condition applies to national committee meetings for which USDA representation and participation are established at the federal level). ▪ Subscriptions and/or memberships to non-SNAP-Ed-related affiliations. These include, but are not limited to: <ul style="list-style-type: none"> - Individual memberships in business, technical and professional organizations (e.g. ADA, Society for Nutrition Education, national and state WIC Associations, Center for Nonprofit Management). - Local newspapers, magazines, and journals. - Costco, Sam's Club, or other retail, discount, or wholesale stores.
17. Income Qualifications	
<ul style="list-style-type: none"> ▪ Each intervention site must have specific income qualifying targeting data submitted 	

<u>ALLOWABLE</u>	<u>UNALLOWABLE</u>
<p>on the Project Synopsis as part of the Plan.</p> <ul style="list-style-type: none"> ▪ Flea Market, farmers' markets, festivals, health fairs and other community events should be located in qualifying census tracts whenever possible or contractor should prorate based on percentage of people in the area at 185% FPL (GIS can be used) Also, if available, survey data from the event may be used to qualify the site . ▪ Participation in nutrition education activities/ events does not require prorating of costs if your organization can demonstrate that at least 50% of the participants meet the 185% FPL targeting requirements. 	
18. Retail, Restaurant, and Worksites	
<ul style="list-style-type: none"> ▪ SNAP-Ed services in partnership with restaurants may use SNAP-Ed funds to do so only in restaurants that are both authorized to accept CalFresh and located in geographic areas meeting the SNAP-Ed targeting criteria (e.g., at least 50% of their clients have gross incomes at or below 185% FPL). ▪ Restaurant sites may participate in SNAP-Ed by serving as intervention sites if these sites can demonstrate that at least 50% of their clients have gross incomes at or below 185% FPL. If such sites redeem CalFresh, this would be further proof of the efficacy of these locations as venues for SNAP-Ed. ▪ Worksite interventions (nutrition education) where you can verify that at least 50% of the employees are at or below 185% of FPL. This can be done by the census tract data of the site itself, proprietary data from the employer if available, or means testing. 	<ul style="list-style-type: none"> ▪ Partnerships with restaurants that do not accept CalFresh and do not meet the targeting criteria of 50% or more of the audience is at or below 185% FPL. ▪ Retail site interventions not targeted to SNAP-Ed eligible shoppers. ▪ Worksites interventions not targeted to SNAP-Ed eligible workers. ▪ Hosting retail interventions in sites that do not meet the qualifying criteria.

SNAP-Ed Allowable and Unallowable Costs

<u>ALLOWABLE</u>	<u>UNALLOWABLE</u>
<ul style="list-style-type: none"> ▪ <i>Network-funded Projects</i> including Local Health Departments may provide retail interventions in qualifying census tracts or stores redeeming over \$50,000 from CalFresh monthly. Retail interventions include comprehensive merchandising and promotional activities in supermarkets, small chain stores and independent (neighborhood) markets statewide in an effort to increase the purchase of fruits and vegetables among SNAP-Ed eligible Californians. The merchandising components of the program include customized point-of-purchase materials, in-store recipe booklets and recipe cards. Food demonstrations, store tours, and retail-sponsored community events are conducted to support the merchandising efforts as well. 	
19. SNAP-Ed Eligibility Cost per Participant	
<ul style="list-style-type: none"> ▪ In line with other community interventions, the intervention costs for SNAP-Ed participants should not exceed \$200.00 for each participant when analyzing the intervention or activity. Contractors proposing to spend more than this must provide a justification. To calculate the cost per participant, take the total costs for the activity or intervention divided by the unduplicated number of CalFresh or SNAP-Ed potentially eligible individuals reached. 	
20. Personnel	
<ul style="list-style-type: none"> ▪ The USDA recommends using a \$78.30 (based on 1288 hours per year) hourly salary rate (\$100,848 yearly salary) for direct/non-executive personnel and a \$71.80 (based on 2080 hours per year) hourly salary rate (\$149,525 yearly salary) for school administrative/executive/medical personnel, as a maximum State 	<ul style="list-style-type: none"> ▪ A physician's time spent distributing nutrition flyers at health fairs when charges are based on a rate commensurate with his/her credentials as opposed to the duties he/she is performing. ▪ The time volunteers of a non-public agency (e.g., faith-based organizations,

<u>ALLOWABLE</u>	<u>UNALLOWABLE</u>
<p>and Federal Share salary rate. Using this methodology, contractors may elect to utilize lower salary rates for teachers/school administrators up to this maximum salary rate. For any contractor wishing to exceed the maximum salary rate, a justification would be required and will be considered on a case-by-case basis. The maximum rates do not include fringe benefit costs.</p> <ul style="list-style-type: none"> ▪ Staff time spent planning, delivering and evaluating nutrition education and obesity prevention services to SNAP-Ed target audience. Time must be charged at a rate commensurate with duties being performed. ▪ Time contribution of food service staff for SNAP-Ed should not exceed 20%. Contractors should provide justification for time contributions exceeding this percentage. ▪ The time interns/students spend on SNAP-Ed activities only if they are (a) <u>unpaid</u> or (b) not using the internship placement to fulfill academic or fieldwork requirements. Paid interns/students meeting criterion (b) must track their SNAP-Ed time using weekly time logs, semi-annual certification statements, or if applicable, as part of an approved time study. ▪ The use of non-traditional positions (e.g., school psychologists, warehouse workers) as SNAP-Ed State or Federal Share requires justification and an explanation of their role in SNAP-Ed activities. ▪ In lieu of signing each time and effort sheet individually after review and approval, time and effort sheets can may be certified in bulk and transmitted electronically (up to 20 sheets per transmittal with a supervisor's electronic signature). 	<p>food banks, etc.) spend performing SNAP-Ed-specific duties.</p> <ul style="list-style-type: none"> ▪ Costs to support dietetic interns/students if their experience also fulfills academic or fieldwork requirements. ▪ Costs to support staff time or other expenditures related to participating in national-level work or committees, except where the activity is an integral part of SNAP focus on general SNAP-Ed program planning. However, in general, costs associated with national-level committee work are not reasonable and necessary for the delivery of SNAP-Ed in States. USDA, SNAP staff represents SNAP-Ed interests on national committees. ▪ Contractors cannot claim a donated service or a good as an in-kind if it is not allowable, reasonable, or necessary for delivery of SNAP-Ed. Although public schools are considered a governmental agency, the cost of student's time to get high school credit hours by volunteering with SNAP-Ed activities is not an allowable in-kind charge to SNAP-Ed. Although the SNAP does not have an official definition of what constitutes an adult, for work registration purposes it is generally at age 18. Therefore, the minimum age for SNAP-Ed volunteer is 18 years of age. ▪ The use of electronic signatures only pertains to supervisory approval of weekly time logs and/or quarterly time studies. Electronic signatures are not allowed for the individual contributing time to SNAP-Ed.

SNAP-Ed Allowable and Unallowable Costs

Exhibit D
Federal Provisions

Special 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.

The terms "Grantee" and "SubGrantee" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency that is a party to this Agreement.

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

Index of Special Terms and Conditions

1. Federal Contract 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

1. Federal Contract 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 Agreement 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 Agreement were executed after that determination was made.
- b. This agreement 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 Agreement. In addition, this Agreement 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 Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements 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

(Applicable to all agreements funded in part or whole with federal funds.)

- a. By signing this Agreement, the Grantee/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 Agreement, 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

(Applicable only to federally funded agreements.)

The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement 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 Agreement without liability or in its discretion to deduct from the Agreement 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 agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement 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 agreements 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 contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any *covered* federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any *event* that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An *event* that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or 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**

(Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.)

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

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

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

tribal government in policymaking and administrative processes within the executive branch of that government.

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

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Community Action Partnership
Name of Subcontractor

Darick J. Simpson
Printed Name of Person Signing for Subcontractor

13-20015
Contract / Grant Number

Darick J. Simpson
Signature of Person Signing for Grantee

Date

7/1/14

Executive Director
Title

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

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

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.
- a. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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