

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

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

County of Humboldt

County of Humboldt Department of Health and Human Services,

hereinafter “Grantee”

Implementing the project, “CalFresh Healthy Living Program,” hereinafter “Project”

GRANT AGREEMENT NUMBER ~~19~~-10355

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

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

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

GRANT AMOUNT: The maximum amount payable under this Grant shall not exceed \$645,174.00

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

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

Department: California Department of Public Health	Grantee: County of Humboldt Department of Health and Human Services
Name: Cathryne Ahrens, Grant Manager	Name: Mellody Mallick, Health Specialist/Project Director
Address: 1616 Capitol Avenue	Address: 908 7 TH Street
City, ZIP: Sacramento, CA 95814	City, ZIP: Eureka, CA 95501
Phone: (916) 449-5456	Phone: (707) 441-5549
Fax: N/A	Fax: (707) 445-7299
E-mail: cathryne.ahrens@cdph.ca.gov	E-mail: mmallick@co.humboldt.ca.us

Direct all inquiries to:

Department: California Department of Public Health	Grantee: County of Humboldt Department of Health and Human Services
Attention: Denise Moore, Project Officer	Attention: Mellody Mallick, Health Specialist/Project Director
Address: 1616 Capitol Avenue	Address: 908 7 th Street
City, Zip: Sacramento, CA 95814	City, Zip: Eureka, CA 95501
Phone: (916) 449-5427	Phone: (707) 441-5549
Fax: N/A	Fax: (707) 445-7299
E-mail: denise.moore@cdph.ca.gov	E-mail: mmallick@co.humboldt.ca.us

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

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

Grantee: County of Humboldt Department of Health and Human Services
Attention: Olivia Wilder
Address: 529 I Street
City, Zip: Eureka, CA 95501
Phone: (707) 441-5442
Fax: (707) 441-5580
E-mail: owilder@co.humboldt.ca.us

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

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

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

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

Executed By:

Date: _____

Rex Bohn, Chairperson
Humboldt County Board of Supervisors
County of Humboldt Department of Health
and Human Services
825 5th Street, Room 111
Eureka, CA 95501

Date: _____

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

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

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

Fax: (916) 449-5415

Email: neopbfiscalrequest@cdph.ca.gov

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

Please complete the fields below for your Agency:

Project Representative:	Mike Reardon
Title:	Senior Health Education Specialist
Agency:	Department of Health and Human Services
Address:	908 7th St. Eureka, CA 95501
Telephone:	707.445.6041
Email:	mreardon@co.humboldt.ca.us

Please check the appropriate box that applies to your Agency:

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

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

1.	Does your Agency require a board resolution for a new contract?	Yes
2.	When are your scheduled board meeting dates between May and September 2019?	Tuesdays (dates not set yet)
3.	Does your Agency require the contract be in hand to get on the Agenda?	Yes
4.	When do you need the contract? (i.e. two weeks before, one month before, etc.)	3 months before.

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

Mike Reardon

Signature of Project Director or Designee

6/18/18

Date

Printed Name: Mike Reardon

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

DATE OF SUBMISSION	April 2, 2019
ORGANIZATION NAME	County of Humboldt
AGREEMENT NUMBER	

Plan Submission Contact Name: Mellody Mallick	Phone Number: 707-441-5549
E-mail Address: mmallick@co.humboldt.ca.us	

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

APPLICATION CONTENTS:

Due by June 29, 2018

Please Check

Letter of Intent

☒

Due by November 30, 2018

Please Check

Programmatic Projections Form

☒

Due by February 28, 2019

Please Check

Plan Submission Checklist

☒

Grantee Information Form (GIF)

☒

Letter of Agreement (if applicable)

☐

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

☐

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

☐

Non-Disparagement Certification

☒

Due by April 1, 2019

Please Check

FFY 2020 Budget Workbook

☐

FFY 2020-2022 CalFresh Healthy Living LHD Programmatic Projections Form

Complete and return to neopbfiscalrequest@cdph.ca.gov by April 2, 2019.

County Name:	Humboldt County
Funded amount: (Based on <u>CDPH FFY 2020-2022 SNAP-Ed LHD Funding Projections</u>)	\$215,058
Grant #: (To be completed by CDPH.)	

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

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

FFY 2020-2022 CalFresh Healthy Living LHD Programmatic Projections Form

Funding Tier	Total number of Domains selected	Total number of PSE Strategies selected	Total number of PSE Levels selected
Tier 2	2	2	2

Required LEARN Domain Setting(s) [fill in ECE and/or Schools (K-12)]:	LEARN: Schools (K-12)
PSE Strategy name(s):	Access to Healthy Foods: Healthy Procurement (Core) [Complimentary Sub-Strategies: Gardens, Wellness Policies--Schools]
PSE Level(s):	Site Organizational

Name of 2nd Domain (if applicable):	Play
Setting name(s):	Parks and Open Spaces
PSE Strategy name(s):	Daily Quality Physical Activity: Community PA Opportunities (Core)
PSE Level(s):	Site

Name of 3rd Domain (if applicable):	N/A
Setting name(s):	
PSE Strategy name(s):	
PSE Level(s):	

FFY 2020-2022 CalFresh Healthy Living LHD Programmatic Projections Form

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

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

FFY 2020-2022 CalFresh Healthy Living LHD Programmatic Projections Form

List additional Program Activity Settings where direct education will be the only activity taking place (if applicable):	Early Care and Education Facilities
	Community & Recreation Centers
	Before & After School Programs
	Family Resource Centers
	Congregate Meal Sites/Senior Nutrition Center
	Group Living Arrangements/Residential Treatment Centers
	Community Organizations
	Bicycle and Walking Paths
	USDA Summer Meals Sites
	Public Housing Sites

Nutrition Education and Obesity Prevention Branch

Grantee Information Form

Organization	This is the information that will appear on your grant agreement cover.
Organization	<p>Federal Tax ID # _____ Contract/Grant# _____</p> <p>Name _____</p> <p>Mailing Address _____</p> <p>Street Address (If Different) _____</p> <p>County _____</p> <p>Phone _____ Fax _____</p> <p>Website _____</p>
Grant Signatory	The Grant Signatory has authority to sign the grant agreement cover.
Grant Signatory	<p>Name _____</p> <p>Title _____</p> <p>If address(es) are the same as the organization above, just check this box and go to Phone <input checked="" type="checkbox"/> Mailing</p> <p>Address _____</p> <p>Street Address (If Different) _____</p> <p>Phone _____ Fax- _____</p> <p>Email _____</p>
Project Director	The Project Director is responsible for all of the day-to-day activities of project implementation and for seeing that all grant requirements are met. This person will be in contact with State <i>Network</i> staff, will receive all programmatic, budgetary, and accounting mail for the project and will be responsible for the proper dissemination of program information.
Project Director	<p>Name _____</p> <p>Title _____</p> <p>If address(es) are the same as the organization above, just check this box and go to Phone <input type="checkbox"/></p> <p>Mailing Address _____</p> <p>Street Address (If Different) _____</p> <p>Phone _____ Fax _____</p> <p>Email _____</p>

Nutrition Education and Obesity Prevention Branch

Grantee Information Form

Payment Receiver	All payments are sent to the attention of this person at the designated address.	
	Name	_____
	Title	_____
	<i>If address(es) are the same as the organization above, just check this box and go to Phone</i> <input type="checkbox"/>	
	Mailing Address	_____
	Street Address (If Different)	_____
	Phone	_____ Fax _____
	Email	_____
Fiscal Reporter	The <i>Fiscal Reporter</i> prepares invoices, maintains fiscal documentation and serves as the primary contact for all related questions.	
	Name	_____
	Title	_____
	<i>If address(es) are the same as the organization above, just check this box and go to Phone</i> <input type="checkbox"/>	
	Mailing Address	_____
	Street Address (If Different)	_____
	Phone	_____ Fax _____
	Email	_____
Fiscal Signatory	The <i>Fiscal Signatory</i> has signature authority for invoices and all fiscal documentation reports.	
	Name	_____
	Title	_____
	<i>If address(es) are the same as the organization above, just check this box and go to Phone</i> <input type="checkbox"/>	
	Mailing Address	_____
	Street Address (If Different)	_____
	Phone	_____ Fax _____
	Email	_____
Districts	List the all <i>numbers</i> that your organization is under.	
		Number
	Assembly	_____
	Senate	_____
	Congressional	_____

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

Humboldt County DHHS Public Health NEOP Program

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

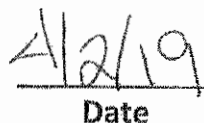
☒ By checking this box, you are certifying that the Non-Disparagement Certification and Agreement not to distribute Manufacturer's or Store (cents off) coupons is not applicable to your Agency.

Certified By:

Mellody Mallick, Health Education Specialist

SNAP-Ed Project Director Name & Title


SNAP-Ed Project Director Signature


Date

Elaine Hogan, Program Services Coordinator

Supervisor Name & Title

Humboldt County, DHHS Public Health, NEOP Program

Agency Name

SNAP-Ed Grant/Contract Number

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

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

Cathryne Ahrens, Grant Manager
California Department of Public Health
Nutrition Education and Obesity Prevention Branch
neopbfiscalrequest@cdph.ca.gov

- C. Invoices shall:

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

2. Budget Contingency Clause

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

3. Prompt Payment Clause

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

4. Amounts Payable

- A. The amounts payable under this Grant shall not exceed \$645,174.00.
- B. Payment allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and/or goods are received.

Exhibit B
Budget Detail and Payment Provisions

5. Timely Submission of Final Invoice

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

6. Travel and Per Diem Reimbursement

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

EXHIBIT C

STANDARD GRANT CONDITIONS

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

the laws of the State of California.

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

disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

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

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

19. STATE-FUNDED RESEARCH GRANTS:

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

later than 12 months after the official date of publication.

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

EXHIBIT D

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

Supplemental Nutrition Assistance Program Education Guidance

California Department of Public Health

Nutrition Education and Obesity Prevention Branch

~~Addendum 2 Released December 10, 2018~~

Addendum 3 Released March 18, 2019

Applications due on April 2, 2019

~~March 15, 2019~~

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



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

TIMELINE

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

Please note:

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

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

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

I. INTRODUCTION

Overall Purpose of Funding Application

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

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

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

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

II. GENERAL INFORMATION

A. Funding Application Purpose and Objective

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

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

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

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

B. Funding Amount Timeframe

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

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

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

C. Reporting Income Targeting Data

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

D. Who May Apply

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

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

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

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

E. Informational Teleconference Call

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

F. Mandatory, Non-Binding Letter of Intent

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

G. Submission of Application

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

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

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

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

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

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

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

H. Information, Addenda, or Changes

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

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

I. Grant Agreement Award Process

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

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

III. APPLICATION INSTRUCTIONS

A. Mandatory, Non-binding Letter of Intent

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

Submitting a Mandatory, Non-Binding Letter of Intent

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

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

Letter of Intent

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

Attention: Melissa Relles

Email: NEOPBfiscalrequest@cdph.ca.gov

B. Application Content

The Funding Application Package is available on the **CDPH-NEOPB Website**.

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

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

C. Description of Each Section of the Application

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

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

2. **Programmatic Priorities**

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

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

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

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

3. Site List

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

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

The Site List provides a place for applicants to enter information to verify sites have been qualified by an Approved Targeting Methodology.

USDA/WRO has verified the following Approved Traditional Targeting Methodologies:

- **Census Tract/Census Block Group Data:** Census tract areas or Census Block Groups and other defined areas where at least 50 percent of persons have gross incomes that are equal to or less than 185 percent of the Federal Poverty Level (FPL). CDPH-NEOPB has provided the most current American Communities Survey (ACS) datasets in a modified, user-friendly format in Attachments **7-10b: ACS 2011-2016** ~~4-10: ACS 2010-2016~~ Census Tracts and Census Block Groups **and ACS 2013-2017 Census Tracts and Census Block Groups as they become available.**
 - Applicants are required to use the most current ACS data to qualify eligible census tracts at or below 185 of the FPL. Intervention sites may qualify by census tract or census blocks. If the intervention site does not qualify by census tract, census block data may be used.
 - For the purpose of completing the Site List as part of the FFY 2020-2022 Funding Application Package, the following three most current ACS datasets are available for use in qualifying and adding new sites to the Site List: ~~ACS 2010-2014~~, ~~ACS 2011-2015~~, and ~~ACS 2012-2016~~, **ACS 2013-2017**. New qualifying ACS datasets may become available each fiscal year and a list of the most current datasets can be

found on the CDSS SNAP-Ed SharePoint.

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

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

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

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

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

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

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

4. Budget

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

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

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

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

5. Subgranting

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

6. Staffing

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

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

7. Grantee Information

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

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

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

IV. OTHER APPLICANT INFORMATION

A. Project Reporting

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

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

□ **PEARS:**

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

- **Program Activities**

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

- **Indirect Activities**

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

- **PSE**

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

- **Success Stories**

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

- **Partnerships**

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

- **Coalitions**

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

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

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

☐ **Assessment Tool Data**

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

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

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

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

V. FORMS AND ATTACHMENTS

Forms

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

IWP Documents and Instructions

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

Attachments

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

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

Exhibit E
Additional Provisions

1. Additional Incorporated Documents

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

1. *Administrative Guidelines Manual:*
https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/NEOPB/CDPH%20Document%20Library/AGM_%20Final_rev12_6_18.pdf
2. *LHD Program Letters:*
<https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/NEOPB/Pages/LHDProgramLetters.aspx>
3. *SNAP-Ed Plan Guidance and Templates:*
<https://snaped.fns.usda.gov/program-administration/guidance-and-templates>

2. Cancellation / Termination

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

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incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.

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

3. Avoidance of Conflicts of Interest by Grantee

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

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

4. Dispute Resolution Process

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

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forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

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