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Contract Number

20-890

SAP Number

4400014986

## Department of Public Health

Department Contract Representative	Lisa Ordaz, HS Contracts
Telephone Number	(909) 388-0222
Contractor	St. Mary Medical Center
Contractor Representative	Rosa Ramirez
Telephone Number	(760) 242-2311
Contract Term	10/01/2020 – 09/30/2022
Original Contract Amount	\$352,200
Amendment Amount	\$0
Total Contract Amount	\$352,200
Cost Center	9300041000

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, The County of San Bernardino, hereafter referred to as "County", desires to provide CalFresh Healthy Living allowable nutrition education and obesity prevention activities and interventions for low-income CalFresh Food eligible County residents; and

**WHEREAS**, County has been allocated funds by the Supplemental Nutrition Assistance Program Education (SNAP-Ed) to provide such services; and

**WHEREAS**, County finds St. Mary Medical Center, hereafter referred to as "Contractor", qualified to provide nutrition education services; and

**WHEREAS**, County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

**NOW THEREFORE**, County and Contractor mutually agree to the following terms and conditions:

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### **ATTACHMENTS**

ATTACHMENT A – FFY 2021 WORK PLAN FOR LIVE: Healthcare Clinics and Hospitals  
 ATTACHMENT A1 – FFY 2022 WORK PLAN FOR LIVE: Healthcare Clinics and Hospitals  
 ATTACHMENT B – FEDERAL TERMS AND CONDITIONS  
 ATTACHMENT C – COMPLAINT AND GRIEVANCE PROCEDURE  
 ATTACHMENT D – ASSURANCE OF COMPLIANCE  
 ATTACHMENT E – FFY 2021 CALFRESH HEALTHY LIVING BUDGET: LIVE  
 ATTACHMENT E1 – FFY 2022 CALFRESH HEALTHY LIVING BUDGET: LIVE

## I. DEFINITIONS

- A. Allowable Census Tract – A metropolitan or non-metropolitan area in which fifty percent or more of its population is at or below the 185 percent of the Federal Poverty Level (FPL). It may also be referred to as a qualifying census tract.
- B. Allowable/Unallowable Guidelines – Guidelines delineated by the USDA SNAP-Ed which specify requirements for activities, expenses, programs, literature, materials, etc., allowable for reimbursement through federal funding. To be allowable, all SNAP-Ed activities and materials must be within the scope, cost, and program specifications of the CalFresh Healthy Living program and targeted to CalFresh Food eligible persons. list of any definitions and/or abbreviations that require explanation beyond normal usage
- C. CalFresh – The name given to the Supplemental Nutrition Assistance Program in the State of California (formerly known as Food Stamps).
- D. CalFresh Food Eligible – The individuals or households who meet federal income eligibility rules to receive CalFresh benefits.
- E. CalFresh Healthy Living Program – The program in California that seeks to improve the nutritional health of low-income Californians by providing access to nutrition and physical activity education and leadership to healthy community initiatives.
- F. California Department of Public Health (CDPH) – State agency with the responsibility/authority for awarding CalFresh Healthy Living funds to local health departments to assist in implementing programs and services in accordance with their mission to optimize the health and well-being of the people in California, primarily through population-based programs, strategies, and initiatives that seek to prevent illness in, and promote the health of, the public.
- G. Community-Based Organization (CBO) – A public or private non-profit organization that is representative of the community and whose purpose is to meet community needs (i.e., educational, health, environmental, public safety).
- H. Community Engagement – Participation, communication, and collaboration among community members, in order to work collectively toward building relationships and addressing issues to benefit the community. Community engagement involves partnerships and coalitions that help mobilize resources and influence systems.
- I. Contractor – The agency selected to enter into a contract with the County to provide services. Per NEOPB guidelines, the Contractor must be a governmental agency or non-profit organization.
- J. Corrective Action Plan (CAP) – A plan created in response to monitoring visit findings which documents and describes how a specific problematic situation will be addressed to better meet the stated goals and objectives.
- K. County Nutrition Action Partnership (CNAP) – A collaborative of federally funded and non-funded partner organizations that work together to address access to healthy foods, promote physical activity, target obesity prevention, and address food insecurity among low-income residents of San Bernardino County.
- L. Department of Public Health (DPH) – The County department created in 1931 to prevent epidemics and the spread of disease, protect against environmental hazards, prevent injuries, promote and encourage healthy behaviors, respond to disasters and assist communities in recovery, and assure the quality and accessibility of health services throughout the County of San Bernardino.
- M. Dietary Guidelines for Americans (DGA) – Reviewed every five years and based on scientific data, the dietary guidelines are recommendations that help Americans make healthy food and

beverage choices and serve as the foundation for vital nutrition policies and programs for health professionals and policymakers across the United States.

- N. Direct Education (DE) – A planned nutrition education activity designed to increase knowledge of and/or skills in (not just awareness of) healthy eating, food resource management and active living, where participants are actively engaged in the learning process with an educator and/or interactive media within an evidence-based intervention. Single session interventions must be at least twenty (20) minutes in length to be considered a Direct Education activity. For an activity to be counted as direct education, information on the CalFresh program, participation status, age, gender, and race/ethnicity of each participant must be collected.
- O. Evaluation – Method of assessment that measures program effectiveness, both qualitatively and quantitatively, in meeting proposed goals and objectives. Evaluation seeks to understand what programs, interventions, policies are effective (or not) and how best to intervene.
- P. Federal Fiscal Year (FFY) – The financial year that defines the United States government's budget cycle. It runs from October 1 of the prior year through September 30 of the year being described. For example, FFY 2020 is from October 1, 2019 through September 30, 2020.
- Q. Federal Poverty Level (FPL) – The threshold for annual income at which an individual or family is considered to be low-income or living in poverty.
- R. Food Security – The relation between an individual's access to and the supply of sufficient, safe, nutritious food to maintain a healthy and active life. This includes both physical and economic access to food that meets people's dietary needs as well as their food preferences.
- S. Free and Reduced Priced Meals (FRPM) – Federally reimbursed meals (or snacks) for children whose families meet the definition of being low-income as defined by the National School Lunch Act.
- T. Geographic Information System (GIS) – The merging of cartography, statistical analysis, and database technology. There is a custom-designed GIS specific to NEOP that is available online to assist agencies in identifying qualifying census tracts or to determine the income eligibility of a specific intervention site. Tutorials are available on the GIS website.
- U. Healthy-by-Default – State law that requires a restaurant to make water, sparkling water, flavored water with no added natural or artificial sweeteners, unflavored milk or a nondairy alternative the default beverage in a children's meal. This law does not restrict a restaurant's ability to sell, or a customer's ability to purchase, an alternative beverage instead of the default beverage offered with the children's meal.
- V. Human Services (HS) – The County of San Bernardino Human Services, a system of integrated services, where the programs and resources of nine (9) County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.
- W. Impact Outcome Evaluation (IOE) – A collaboration between CDPH and CalFresh Healthy Living funded health departments, aiming to measure behavior change in sites where SNAP-Ed interventions occur. Local Health Departments all over California participate in the IOE project, using locally designed pre/post evaluations to collect behavioral data from intervention participants, then analyze and report the results on an annual basis. In addition to documenting local program effectiveness, the project helps identify successful nutrition education interventions and potential best practices, while providing direction for program improvement.
- X. Indirect Education (IE) – The distribution or display of information and resources that are designed to increase public awareness of CalFresh Healthy Living Education and/or increase awareness of healthy eating and active living. IE includes any mass communications, community events,

advertisements and/or materials distribution or display that are not considered direct education or social marketing campaigns.

- Y. Integrated Work Plan (IWP) – A contract document that outlines contractual activities of the Local Implementing Agencies (LIAs) working jointly in addressing the nutrition education and obesity prevention landscape across the county. The IWP consists of goals, objectives, activities, and evaluation measures to guide outreach efforts.
- Z. Local Implementing Agencies (LIA) – County level organizations funded by CalFresh Healthy Living in California. These include local levels of the following State agencies: California Department of Social Services, California Department of Public Health, University of California CalFresh, California Department of Aging, and Catholic Charities of California.
- AA. Low-Income Persons – People participating in or applying for CalFresh, as well as people with low financial resources defined as gross household incomes less than 185 percent of Federal Poverty Level. Data sources that can be used to identify low-income populations include National School Lunch Program data on number of children enrolled for Free and Reduced Price Meals, or census data identifying areas where low-income persons reside.
- BB. Nutrition Education and Obesity Prevention (NEOP) – Created through the Healthy Hunger Free Kids Act of 2010, and funded through a SNAP-Ed grant by the USDA, the NEOP Program is a statewide movement of local, state, and national partners collectively working toward improving the health status of low-income Californians through increased fruit and vegetable consumption and daily physical activity. Multiple venues are used to facilitate behavior change and address obesity prevention, including homes, schools, worksites, retail stores, and communities.
- CC. Nutrition Education and Obesity Prevention Branch (NEOPB) – A division of CDPH whose mission is to reduce the prevalence of overweight and obesity in California residents through education and other strategies. (See Nutrition Education and Obesity Prevention [NEOP]).
- DD. Policy, Systems and Environmental Change (PSE) Strategies – A strategy or set of strategies that influences organizational, institutional, or community environments, empowering the target audience to adopt healthy behaviors. By modifying the environment and/or changing policies or procedures, healthy choices can often be adopted and sustained with optimal impact and minimal resources and time. PSEs must be evaluated and reported annually.
- EE. Program Evaluation and Reporting System (PEARS) – An online reporting system used by NEOPB to report the CalFresh Healthy Living Education activities, LIAs conduct as part of the Integrated Work Plan (IWP).
- FF. Scope of Work (SOW) – A contract document that outlines programmatic contractual activities, including the goals, objectives, activities, and evaluation measures to be met.
- GG. Service Category – Refers to the classification of services solicited as described by the setting in which the service will take place. Service categories may include LIVE (Healthcare Clinics & Hospitals), LEARN (Early Child Care and Education) and LEARN (School K-12 Education).
- HH. Site Level Assessment Questionnaires (SLAQs) – Annual assessment questionnaires completed for all school, early childcare and education, out-of-school, and retail sites engaged in site-level PSE work.
- II. Social Ecological Model (SEM) – A health prevention and promotion framework used to understand the dynamic interrelationship between many personal and environmental factors. This model considers the interplay between individual, community, and societal factors and allows for an understanding of the range of factors that put people at risk.

- JJ. Supplemental Nutrition Assistance Program-Education (SNAP-Ed) – Refers to Supplemental Nutrition Assistance Program-Education for eligible low-income Americans in reference to NEOP grant programs. As of October 1, 2008, SNAP became the new name for the Federal Food Stamp Program to reflect changes to the program including a focus on nutrition. While SNAP is the Federal name, CalFresh is the name chosen for the State of California.
- KK. Unique (Unduplicated) Reach – The number of different individuals who received any CalFresh Healthy Living direct education. Each individual counts as one unique participant regardless of the number of times he/she participates in direct education activities. For example, if a participant attends a five-session nutrition education class series, the participant would be counted as one unique or unduplicated count.
- LL. United States Department of Agriculture (USDA) – Federal agency with the responsibility/authority for awarding the SNAP-Ed grant to the California Department of Public Health.

## II. **CONTRACTOR PROGRAM RESPONSIBILITIES**

Contractor shall:

- A. Fulfill all activities, deliverables, and timeframes as stipulated in the Work Plan (Attachment A and A1) for each program objective, service category, and each FFY.
- B. Complete and submit all mandatory documentation such as invoices, monthly and annual progress reports, success stories, PSE reports, Impact Outcome Evaluation reports, etc., on or before the respective due dates. Contractors will be provided with appropriate forms.
- C. Comply with all requests from DPH including programmatic and fiscal on-site or desk reviews, annual monitoring visits, and responding to Corrective Action Plans (CAPs) as necessary.
- D. Attend a minimum of twenty (20) CalFresh Healthy Living sponsored meetings, trainings, and conferences that may include:
  - 1. County Nutrition Action Partnership (CNAP), general, and/or subcommittee meetings
  - 2. Quarterly CalFresh Healthy Living Contractor's Networking meetings
  - 3. Annual CalFresh Conferences/Summit
  - 4. Other CalFresh Healthy Living-sponsored or NEOPB-approved trainings
  - 5. Regional Collaborative meetings such as the High-Desert Food Collaborative
- E. Develop and sustain partnerships with non-CalFresh funded entities to improve nutrition education and obesity prevention outreach. Regularly report the names of partners, roles, and types of partners (food insecurity, equity, faith, business, public sector, community leaders, community-based organizations [CBOs], faith-based organizations [FBOs], City/County level departments and officials, healthcare partnerships, and school districts [Wellness Committee, Foodservice Departments, Physical Education Departments, School Nurses, and others]).
- F. Submit, annually, a list of proposed intervention sites at the beginning of each federal fiscal year to ensure that all sites meet the CalFresh Healthy Living guidelines.
- G. Adhere to the following Program Considerations:
  - 1. Funds are not to be used to develop new nutrition education materials, but permit the use of CalFresh Healthy Living approved materials and resources.
  - 2. All NEOPB-funded programs must ensure outreach is conducted in qualifying locations. The [NEOPB Geographic Information System \(GIS\) mapping tool](#) assists in identifying qualifying census tract data. Schools qualify based on Free and Reduced Priced Meals

(FRPM) data; those where at least fifty (50) percent of the students receive FRPM can be served with CalFresh Healthy Living funding. Sites must be approved prior to the initiation of outreach. Areas/residents of the County not meeting the above specifications cannot be served with CalFresh Healthy Living funds.

3. Strictly follow the USDA allowable/unallowable guidelines.
4. Comply with CDPH Network Guidance Manual, Nutrition Program NEOP Contractor Manual, Nutrition Program Policy letters and/or other directives as appropriate.
5. Ensure that staff is linguistically and culturally competent to successfully impact the target audience.

### III. CONTRACTOR GENERAL RESPONSIBILITIES

- A. Contractor agrees to all State-required terms and conditions as stated in Federal Terms and Conditions (Attachment B).
- B. In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino. Contractor agrees to comply with the applicable federal suspension and debarment regulations, including, but not limited to 7 Code of Federal Regulations (CFR) Part 3017, 45 CFR 76, 40 CFR 32, or 34 CFR 85. By signing this Contract, Contractor certifies that:
  1. Neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
  2. Have not within a three-year period preceding this Contract been convicted of or had a judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; or a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction or 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 (A)(2) herein; and
  4. Have not within a three-year period preceding this Contract had one (1) or more public transactions (Federal, State or local) terminated for cause or default.
- C. Contractor shall not be identified as suspended or debarred on the federal System for Award Management's (SAM) excluded list (<https://www.sam.gov>). If at any time during the term of this Contract, the County determines Contractor is identified as either suspended or debarred on the SAM, Contractor shall be considered in material breach of this Contract, and the County may proceed under the Correction of Performance Deficiencies at Section VII of this Contract, including immediate termination of this Contract. If Contractor becomes aware, at any point during the term of this Contract, that it is identified as suspended or debarred on the SAM excluded list, Contractor must immediately inform County. Such inclusion will be considered a material breach of the Contract and be sufficient grounds for immediate termination.
- D. Without the prior written consent of the Assistant Executive Officer for Human Services, this Contract is not assignable by Contractor either in whole or in part.
- E. This is not an exclusive Contract. The County reserves the right to enter into a contract with other Contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation, under the terms of this Contract.

- F. Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County Administrative Official" is defined as a member of the Board of Supervisors or such member's staff, Chief Executive Officer of the County or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
- G. If during the course of the administration of this Contract, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.
- H. Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.
- I. Contractor agrees not to enter into any subcontracts for work contemplated under this Contract without first obtaining written approval from the Director of DPH through the HS Contracts Unit. The County may withhold such consent in its sole discretion.

At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Paragraph BB of this Section III. All approved subcontractors shall be subject to the provision of this Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

1. Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions;
  2. Ensure that the subcontractor follows County's reporting formats and procedures as specified by County; and
  3. Include in the subcontractor's subcontract substantially similar terms as are provided in this Contract.
- J. Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. Said records shall be kept and maintained within the County of San Bernardino. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

All records relating to the Contractor's personnel, contractors, subcontractors, service/scope of work and expenses pertaining to this Contract shall be kept in generally acceptable accounting format. Records should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Code of Federal Regulations (CFR) that state the administrative requirements, cost principles and other standards for accountability. Please refer to [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl) for further information.

- All records shall be complete and current and comply with all contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.
- K. Contractor shall notify County in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify County of changes in telephone or fax numbers.
  - L. Contractor shall notify County of any continuing vacancies and any positions that become vacant during the term of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise County of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to County on each periodically required report for the duration of said vacancies and/or problems.
  - M. Contractor shall designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify the County when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within two (2) County business days. Contractor shall not change the primary contact without written notice to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.
  - N. Contractor shall provide a system, approved by the County, through which recipients of service shall have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view of all recipients.
  - O. Contractor will ensure that staff are knowledgeable on the San Bernardino County Human Services Complaint and Grievance Procedure (Attachment C) and ensure that any complaints by recipients are referred to the County in accordance with the procedure.
  - P. Contractor shall notify the County of all upcoming meetings of the Board of Directors or other governing party and shall keep the County apprised of any and all actions taken by its Board of Directors which may impact on the Contract. Board of Directors' minutes shall be submitted to the County upon request. Further, a County representative shall have the option of attending Board meetings during the term of this Contract.
  - Q. Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. Contractor acknowledges that it is a covered entity and subject to the requirements of HIPAA and HITECH, and their implementing regulations. Contractor agrees to fully comply with the terms of HIPAA and HITECH, and regulations promulgated thereunder, and to ensure any Subcontractors utilized to fulfill Services pursuant to this Contract comply with said provisions. Contractor further agrees to comply with the requirements of all other applicable federal and state laws that pertain to the protection of health information.
  - R. Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.
  - S. Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files,

software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialized and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

T. Contractor shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:

1. Assurance that all employees, agents, consultants or volunteers who perform services under this Contract and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
2. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.
3. Provision for arrangement of training in child abuse reporting laws (Penal Code section 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.

U. Contractor shall notify the County of any staff member, paid intern or volunteer who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents where an applicant, employee, intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify the County. In the County's discretion, the County may instruct Contractor to take action to either deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship, or volunteer services.

Contractor shall immediately notify the County concerning the arrest and/or conviction, for other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff, when such information becomes known to Contractor.

V. In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

1. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
2. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
3. Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

- W. Contractor shall make every reasonable effort to prevent employees, consultants or members of its governing bodies from using 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. In the event County determines a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, agents, or employees have family, business or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicants and such persons have successfully competed for employment with other applicants on a merit basis.
- X. Contractor shall adhere to the County's Travel Management Policy (08-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.
- Y. Contractor agrees to and shall comply with the following indemnification and insurance requirements:
1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
  2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.1185.
  3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
  4. Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
  5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
  6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or

expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A-VII”.
8. Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
10. Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

11. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a. Workers’ Compensation/Employers Liability – A program of Workers’ Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer’s Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as “employees”

under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
1. Premises operations and mobile equipment.
  2. Products and completed operations.
  3. Broad form property damage (including completed operations).
  4. Explosion, collapse and underground hazards.
  5. Personal injury.
  6. Contractual liability.
  7. \$2,000,000 general aggregate limit.
- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.
- If the Contractor is transporting one (1) or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.
- If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits.

or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits.

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The

claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

- f. Abuse/Molestation Insurance – The Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.
  - g. Cyber (internet) and Electronic Data Processing (EDP) Insurance – Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.
- Z. Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.
- AA. Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.
- BB. Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program, Employment Discrimination, and Civil Rights Compliance requirements:
1. Equal Employment Opportunity Program – The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and all rules and regulations adopted pursuant thereto: Executive Orders 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250; Title VII of the Civil Rights Act of 1964; Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000), the California Fair Employment and Housing Act; and other applicable federal, state, and county laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.
  2. Employment Discrimination – During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment or service recipient because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
  3. Civil Rights Compliance – The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County Human Services Contracts Unit within thirty (30) days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County shall

supply a sample of the Plan format. The Contractor shall be monitored by the County for compliance with provisions of its Civil Rights Plan. Contractor is required to maintain and provide a current Civil Rights Plan for the duration of the Contract and submit the Assurance of Compliance form (Attachment D) annually. Additionally, the Contractor shall submit to County an Assurance of Compliance with the California Department of Social Services Nondiscrimination in State and Federally Assisted Programs Statement annually.

4. Equity – Contractor shall adhere to and participate in County efforts ensuring all individuals and communities have equal access and opportunity to health and wellbeing by providing culturally and linguistically appropriate services to all people of color and culture, age, disabilities, gender, sexual orientation or gender identity including people with limited English proficiency (LEP). Services provided must be respectful of and responsive to the cultural and linguistic needs of County residents.
  - a. Contractor shall assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible service population. Such studies are critical to designing and planning for providing appropriate, effective and equitable services.
  - b. Contractor shall partner with and support community partners in addressing disparities in family stability, health and mental wellness, education, employment, housing and overall delivery of human services. Partnering includes opportunities for partners and community members to design, implement and evaluate practices, and services ensuring equity and cultural and linguistic appropriateness.
  - c. Contractor shall work with County to communicate and provide opportunities for individuals and communities of color and culture to provide feedback on progress and outcomes achieved to address disparities in family stability, health and mental wellness, education, employment, housing and overall delivery of human services.
  - d. Contractor shall recruit, promote and support a culturally and linguistically diverse workforce that is responsive to and represents the population being served. This includes trained and competent bilingual staff.
  - e. Contractor shall provide training to enhance its workforce knowledge on cultural and linguistic competence. Becoming culturally and linguistically competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. Providing services in a culturally appropriate and responsive manner is fundamental in any effort to ensure success of high quality and cost-effective health and human services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers does not reflect quality of care and is not cost-effective.
  - f. To ensure equal access to quality care for diverse populations, Contractors providing health and health care services may adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Services (CLAS) national standards.
  - g. Upon request, Contractor will provide County Human Services evidence of adherence to requirements listed above.
- CC. Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- DD. Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations title 20, section 1401 et seq.).
- EE. If the amount available to Contractor under this Contract, as specified in Section V, Paragraph A, exceeds \$100,000, Contractor agrees to comply with the Clean Air Act (42 U.S.C. Section 7606),

section 508 of the Clean Water Act (33 U.S.C. section 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 C.F.R. section 1.1 et seq.).

- FF. In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractors must also be able to report on environmentally preferable goods used in the provision of Services to the County, utilizing a County approved form.

- GG. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each Party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.
- HH. Contractor agrees that any news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County shall not be made or used without prior written approval of the DPH Director or their designee, and shall include County approved branding.
- II. IRAN CONTRACTING ACT 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses#@ViewBag.JumpTo>) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.
- Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. Contractor agrees that signing the Contract shall constitute signature of this Certification.
- JJ. Contractor shall comply with the Environmental Tobacco Smoke/Pro-Children Act of 1994 (20 U.S.C 6081 et seq.).

#### IV. COUNTY RESPONSIBILITIES

County shall:

- A. Provide the Contractor with a single point of contact to provide consultation and technical assistance in implementing the terms of the Contract.
- B. Provide a limited quantity of nutrition materials based on availability from the State.
- C. Make available certain items that can be loaned to the Contractor on a short-term basis. Items include fruit and vegetable costumes and physical activity demonstration equipment.

- D. Monitor and evaluate contract performance on an ongoing basis by scheduling periodic meetings with the Contractor to discuss progress, performance, procedures, challenges, and/or recommended changes.
- E. Compensate the Contractor in accordance with the provisions of Section V of the Contract.

## **V. FISCAL PROVISIONS**

- A. The maximum amount of reimbursement under this Contract shall not exceed \$352,200, of which \$352,200, may be federally funded, and shall be subject to availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

Funds are further broken down by Program Year as follows:

Program Year	Category	Dollar Amount
October 1, 2020 through September 30, 2021	LIVE	\$175,050
October 1, 2021 through September 30, 2022	LIVE	\$177,150
Total		\$352,200

- B. For services satisfactorily rendered, and upon receipt and approval of the invoices, the County agrees to compensate the Contractor for actual expenditures in accordance with the individual FFY Program Budget (Attachments E and E1) under a cost reimbursement contract. Invoices shall be issued with corresponding SAP Contract and/or Purchasing Order number stated on the invoice, and shall be processed with a net sixty (60) day payment term following approval by County.
- C. Monthly invoices shall be submitted for payment within thirty (30) calendar days following the end of the month in which services were rendered and costs incurred. Invoices (form to be provided) are be submitted to:  
  
County of San Bernardino  
Department of Public Health  
Attn: Fiscal Specialist  
1505 South "D" Street, Suite 101  
San Bernardino, CA 92415
- D. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- E. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- F. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

- G. County is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless County would otherwise be liable for the payment of such taxes in the course of its normal business operations.
- H. Contractor shall request a budget amendment, in writing, in advance of expenditures: 1) when aggregate expenditures are expected to exceed an approved budgeted line item by more than fifteen (15%) percent; or 2) to add a new budget line item. No budget revision may result in an increase of the maximum dollar amount stated in Paragraph A, of this Section. The written request must specify the changes requested, by line item and amount, and must include justification. Prior to implementation of a budget revision, the County shall approve (or deny) the budget revision request. The County has the authority to approve line item budget changes to the budget herein, as long as these changes do not exceed the total contract amount. County shall notify the Contractor in writing of the status of the budget revision request within fourteen (14) calendar days of receipt of the Contractor's written request. The County reserves the right to deny the Contractor's invoice for expenditures in excess of the approved budgeted line item amount. Budget amendments will be considered on a case by case basis.
- I. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, the County shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Contract and Contractor shall not be obligated to perform any provisions of this Contract.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the County shall have the option to either cancel this Contract with no liability occurring to the County, or offer an agreement amendment to Contractor to reflect the reduced amount.

The Contractor will expend funds in an efficient and consistent manner throughout the contract year to ensure full and even expenditure of funds for the contract period. The County reserves the authority to reduce or increase Contract amounts in the event the Contractor is under-expending and this under-expenditure results in deficiency of services rendered and/or the Contractor is unable to meet its contracted targets and measures.

- J. A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the County. Said invoice should be clearly marked "Final Invoice" indicating that all payment obligations of the County under this agreement have ceased and that no further payments are due or outstanding.

The County may, at this discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written County approval of an alternate final invoice submission deadline.

The Contractor is hereby advised of its obligation to submit to the County, with the final invoice, a completed copy of State Form "Contractor's Release" CDPH 2352. Form to be provided by County.

- K. Invoices, received from the Contractor and accepted for payment by the County, shall not be deemed evidence of allowable agreement costs.

Grantee shall maintain for review and audit and supply to the County upon request, adequate documentation of all expenses claimed pursuant to this Contract to permit a determination of expense allowability.

If the allowability of an expense cannot be determined by the County because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the County. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

Travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. For more information on allowable travel and per diem expenses and required documentation (see most recent version of State Form "Travel Reimbursement Information" CDPH CMU 01).

- L. Contractor agrees that claims based upon the terms of this Contract or an audit finding and/or an auditing finding that is appealed and upheld, will be recovered by the County by one (1) of the following options:
1. Contractor's remittance to the County of the full amount of the audit exception within thirty (30) days following the County's request for repayment;
  2. A repayment schedule which is agreeable to both the County and the Contractor.

The County reserves the right to select which option as indicated above will be employed and the Contractor will be notified by the County in writing of the claim procedure to be utilized.

If the Contractor has filed a valid appeal regarding the report of audit finding, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to the County, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of the County's notice requesting reimbursement of questioned audit costs or disallowed expenses.

## **VI. RIGHT TO MONITOR AND AUDIT**

- A. County shall have the absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract.
- B. County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted. Contractor shall repay to the County within thirty (30) days of receipt of audit findings any reimbursements made by County to Contractor that are determined by subsequent audit to be unallowable pursuant to the terms of this Contract or by law.
- C. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
- D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by county, federal and state representatives for a period of three (3) years after final payment under the Contract or until all pending county, state, and federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and may be deducted from the following month's claim for reimbursement.
- E. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.
- F. Upon County request, Contractor shall hire a licensed Certified Public Accountant, approved by the County, who shall prepare and file with County, within sixty (60) days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.

- G. Pursuant to Code of Federal Regulations (CFR) – Title 2 CFR 200.501, Contractors expending \$750,000 or more in federal funds within the Contractor's fiscal year must have a single audit or program-specific audit performed. A copy of the audit performed in accordance with Code of Federal Regulations (CFR) – Title 2 CFR 200.501 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year. Please refer to [http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200\\_1501&rgn=dv8](http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1501&rgn=dv8) for further information.
- H. The following closely related programs identified by the Catalog of Federal Domestic Assistance (CFDA) number are to be considered as an "Other cluster" for purposes of determining major programs or whether a program specific audit may be elected. The Contractor shall communicate this information to the independent auditor conducting the organization's single audit.

US Department of Health and Human Services:

10.561 State Administrative Matching Grants for the  
Supplemental Nutrition Assistance Program

- I. County is required to identify the Contractor Data Universal Numbering System (DUNS) numbers and Federal Award Identification Number (FAIN) in all County contracts that include Federal funds or pass through of Federal funds. This information is required in order for the County to remain in compliance with 2CFR Section 200.331, and remain eligible to receive Federal funding. The Contractor shall provide the Contractor name as registered in DUNS, as well as the DUNS number to be included in this Contract. Related FAIN will be included in this Contract by the County.

Contractor Name as registered in DUNS	as	St. Mary Medical Center
DUNS		181070442
FAIN		N/A

## VII. CORRECTION OF PERFORMANCE DEFICIENCIES

- A. In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Contract, Contractor shall notify the County within one (1) working day, in writing and by telephone.
- B. Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- C. In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract.
1. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at sole discretion of County; and/or
  2. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
  3. Withhold funds pending duration of the breach; and/or
  4. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "2" of this paragraph; and/or
  5. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.
- D. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and

every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one (1) or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

#### **VIII. TERM**

This Contract is effective as of October 1, 2020 and expires September 30, 2022, but may be terminated earlier in accordance with provisions of Section IX of the Contract. The Contract term may be extended for one (1) additional one-year period by mutual agreement of the parties, based on the availability of funds, satisfactory contractor performance, and Board of Supervisors approval.

#### **IX. EARLY TERMINATION**

- A. The County may terminate the Contract immediately under Section V. Paragraph A, if funds are not available to the County, and under the provisions of Section VII, Paragraph C, Item 5 of the Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractor thirty (30) days in advance of termination. The Assistant Executive Officer for Human Services is authorized to exercise the County's rights with respect to any termination of this Contract.
- B. Contractor shall only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.
- C. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

#### **X. GENERAL PROVISIONS**

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.
  - Contractor: St. Mary Medical Center  
18300 Highway 18  
Apple Valley, CA 92307
  - County: County of San Bernardino  
Human Services  
Attn: Contracts Unit  
150 S. Lena Road  
San Bernardino, CA 92415-0515
  - Program: Department of Public Health  
Nutrition Program  
Attn: Program Coordinator  
1505 South D Street, Suite 101  
San Bernardino, CA 92415
- B. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.
- C. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

- D. Time is of the essence in performance of this Contract and each of its provisions. Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.
- E. County discourages the purchase of equipment with funds received under this Contract. All equipment, materials, supplies or property of any kind (including publications and copyrights, etc.) which have a single unit cost of five hundred dollars (\$500) or more, including tax, purchased with funds received under the terms of this Contract and not fully consumed in one (1) year shall be the property of County and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by County upon Contract termination.
- F. The State and County shall have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation. The Federal Government (Department of Health and Human Services) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for Federal Government purposes, such software modification, and documentation. Proprietary software packages that are sold or leased to the general public are not subject to the ownership provisions.
- G. County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under the Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of the Contract shall acknowledge San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under the Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to the Contract must be filed with County prior to publication. Contractor shall receive written permission from County prior to publication of said training materials.
- H. All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section VIII, Term. Unless otherwise directed by County, Contractor may retain copies of such items.
- I. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under the Contract shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.

- J. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- K. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.
- L. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.
- M. In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.
- N. The parties actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall remain in full effect.
- O. In the event that a subpoena or other legal process commenced by a third party in any way concerning the services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise proceed herein in connection with defense obligations by Contractor for County.
- P. This Contract supersedes and replaces all previous contracts, agreements and understandings, oral, written and implied, between the County and Contractor hereto with respect to the subject matter hereof. All such prior contracts, agreements and understandings are hereby terminated and deemed of no further force or effect.
- Q. The County desires that Municipalities, School Districts, and other Tax Districts within the County of San Bernardino requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this Contract, with the provisions that:
1. Such governmental body does not have and will not have in force any other contract for like purchases.
  2. Such governmental body does not have under consideration for award any other bids or quotations for like purchases.
- Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this Contract.

**XI. CONCLUSION**

- A. This Contract, consisting of twenty-four (24) pages and Attachments A through E, is the full and complete document describing services to be rendered by Contractor to County, including all covenants, conditions, and benefits.
- B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.
- D. IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this Contract to be subscribed to by the Clerk thereof, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month, and year written.

COUNTY OF SAN BERNARDINO

►   
Curt Hagman, Chairman, Board of Supervisors

Dated: **SEP 15 2020**

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

By   
Lynn Monell  
Clerk of the Board of Supervisors  
of the County of San Bernardino  
Deputy



St. Mary Medical Center

(Print or type name of corporation, company, contractor, etc.)

By ► 

(Authorized signature - sign in blue ink)

Name Randall T. Castillo

(Print or type name of person signing contract)

Title Chief Executive

(Print or Type)

Dated: Address 18300 Highway 18Apple Valley, CA 92307**FOR COUNTY USE ONLY**

Approved as to Legal Form

►   
Adam Ebright, County Counsel


September 8, 2020  
Date

Reviewed for Contract Compliance

►   
Jennifer Mulhall-Daudel, HS Contracts

September 1, 2020  
Date

Reviewed/Approved by Department

►   
Corwin Porter, Director

September 8, 2020  
Date

**CalFresh Healthy Living | Supplemental Nutrition Assistance Program Education (SNAP-Ed)**

**Contractor: St. Mary Medical Center**      **One Year Work Plan**      **Service Category**  
**FFY 2021**      **LIVE: Healthcare/Dental Clinics**      **& Hospitals**

Contract Number:		CALFRESH HEALTHY LIVING SNAP-ED CONTRACT PERIOD: OCTOBER 1, 2020 – SEPTEMBER 30, 2021
Contractor:		
CalFresh Healthy Living Goals:		<p>The CalFresh Healthy Living, California Supplemental Nutrition Assistance Program Education (SNAP-Ed) goals are to:</p> <ol style="list-style-type: none"> <li>1. Empower low-income Californians toward healthful dietary choices and promote the growth of California agriculture, and</li> <li>2. Promote physically active lifestyles for low-income Californians.</li> </ol> <p>CalFresh Healthy Living focuses on preventing nutrition and activity-related chronic diseases and improving food security in the CalFresh Food eligible population by:</p> <ul style="list-style-type: none"> <li>• Providing information and education to promote food resource management, healthy eating, and a physically active lifestyle, and</li> <li>• Creating supportive food and activity environments in collaboration with community to make healthy choices easier where people eat, live, learn, work, play, and shop.</li> </ul>
IWP Domain(s):		LIVE
PSE Setting:		LIVE - Healthcare/Dental Clinics & Hospitals
Strategy(ies):		LIVE - Access to Healthy Food, Screening and Interventions for Food Insecurity
Sub-Strategy(ies):		LIVE - Capacity building for food distribution, water access and appeal, site/organizational wellness policy, healthy procurement, food recovery
Local Objective(s):		<b>Administration, Healthcare/Dental Clinics and Hospitals</b>
Primary Target Audience:		CalFresh food eligible county residents

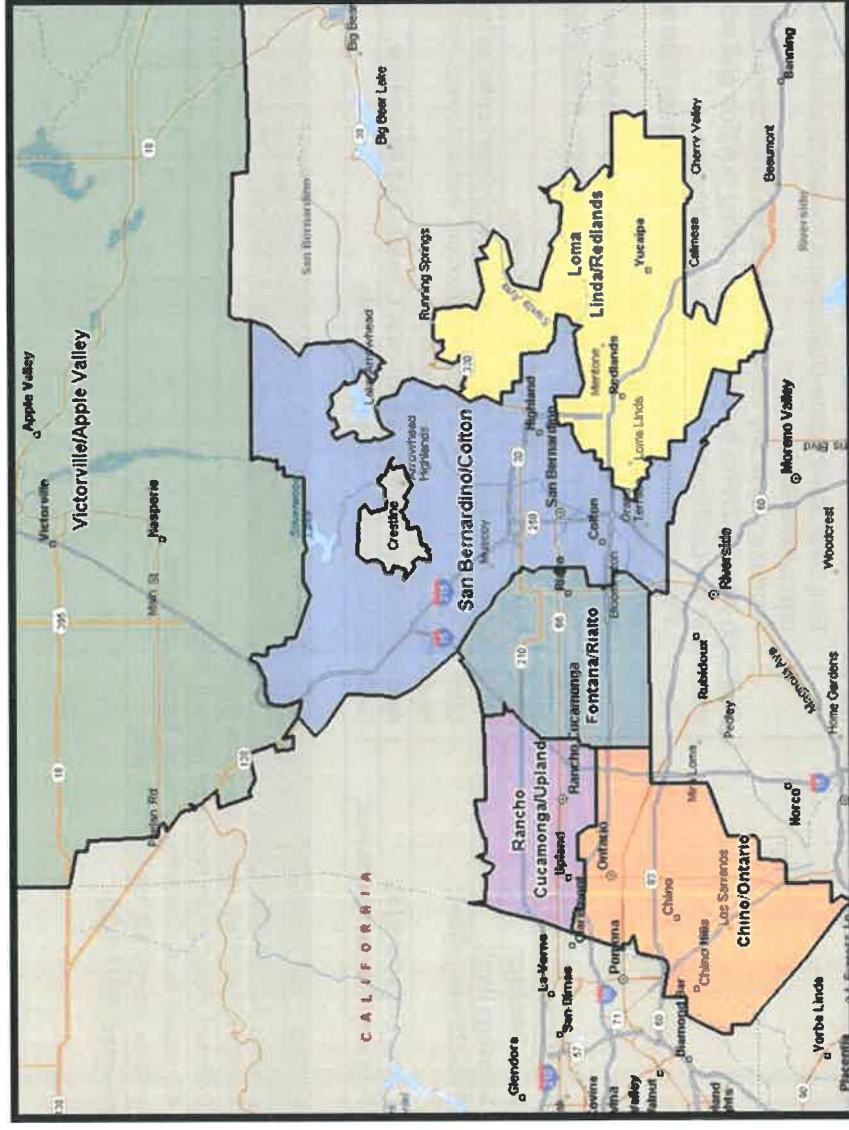
	West SB	Central SB	East SB	SB High Desert	Total
Direct Education reach by zone (LIVE)	-	-	-	-	40
Indirect Education reach by zone (LIVE)	-	-	-	-	500
Engaged health/dental clinics, health centers and/or hospitals by zone (LIVE)	-	-	-	-	3-4

**\*revised 08/12/20**

## One Year Work Plan FFY 2021

## Service Category

**SAN BERNARDINO COUNTY CALFRESH HEALTHY LIVING ZONES**



- **West SB**
  - Chino/Ontario, Montclair areas
  - Rancho Cucamonga/Upland areas
- **Central SB**
  - Fontana/Rialto areas
  - San Bernardino/Colton, Grand Terrace areas
  - Mountain communities including:
    - Crestline, Arrowhead
- **East SB**
  - Loma Linda/Redlands/Highland/Yucaipa areas
  - Desert cities or areas to the East including:
    - Joshua Tree, Yucca Valley, Twenty Nine Palms
  - Mountain communities including:
    - Running Springs, Big Bear
- **High Desert SB**
  - Victorville/Apple Valley areas
  - Cities or areas to the North including:
    - Adelanto, Apple Valley, Barstow, Baker, Fort Irwin, Hesperia, Phelan, Pinion Hills, Needles

**Contractor:****One Year Work Plan****FFY 2021**

**Service Category**  
**LIVE: Healthcare/Dental Clinics & Hospitals**

**CalFresh Healthy Living SNAP-Ed Local Objective A: Administration**

By September 30, 2021, complete and submit all required reports and forms on or before each deadline, comply with all onsite monitoring visits and desk reviews, and participate in a minimum of twenty (20) CalFresh Healthy Living-sponsored meetings and trainings.

**Social Ecological Model:**

☐ Individual ☐ Interpersonal: Social/Groups ☐ Institutional/Organizational ☐ Community ☐ Policy/Environmental

Activity Description	Deliverables				Documentation
	Oct-Dec 2020	Jan-Mar 2021	Apr-June 2021	July-Sep 2021	
<b>Complete all mandatory documentation</b> such as invoices, monthly progress reports, success stories, data cards, policy, system and environmental change (PSE) reports, Impact & Outcome evaluation reports, and labeled attachments, etc., on or before the due date.	Monthly invoices & progress reports	Monthly invoices & progress reports	Monthly invoices, progress reports, IOE report	Monthly invoices, progress reports, success story, PSE report	Submit: Invoices, reports, attachments
<b>Comply with</b> all requests from Department of Public Health (DPH) including annual <b>programmatic and fiscal onsite monitoring visits or desk reviews</b> , and responding to corrective action plans (CAPs) as necessary.	-	TBD	TBD	TBD	On File: Record of compliance, completed reports
<b>Acquire food handler certification</b> that meets DPH requirements for all staff responsible for conducting fruit, vegetable and beverage taste tests and/or CalFresh Healthy Living approved recipe demonstrations.	Complete Cert as needed	Complete Cert as needed	Complete Cert as needed	Complete Cert as needed	Submit: County of San Bernardino Food Handler certification
Annually, <b>attend a minimum of 20 CalFresh Healthy Living/NEOP-sponsored meetings</b> , trainings and conferences that may include (but are not limited to) the following: <ul style="list-style-type: none"> <li>a. County Nutrition Action Partnership (CNAP) meetings, including Summer Meal Subcommittee meetings</li> <li>b. Food Rescue Anti-Hunger Coalition meetings</li> <li>c. Quarterly Contractor meetings and local trainings</li> <li>d. Annual Local Implementing Agency (LIA) Forum</li> <li>e. Other CalFresh-sponsored regional trainings, and</li> <li>f. Regional Network Collaborative meetings such as the High Desert Food Collaborative.</li> </ul>	CNAP meetings, Contractor meeting	CNAP meetings, Contractor meeting, LIA Forum	CNAP meetings, Contractor meeting	CNAP meetings, Contractor meeting	On File: Meeting agenda, Activity Event Form, travel expense reports & receipts (as appropriate)

**CalFresh Healthy Living | Supplemental Nutrition Assistance Program Education (SNAP-Ed)****Contractor:****One Year Work Plan  
FFY 2021****Service Category  
LIVE: Healthcare/Dental Clinics &  
Hospitals****CalFresh Healthy Living SNAP-Ed Local Objective B: Community Engagement (LIVE)**

By September 30, 2021, engage three to four (3-4) healthcare delivery systems (i.e. health/dental clinics, health centers, hospitals) to pilot the inclusion of a food insecurity screening tool in the healthcare practice and reach a minimum of 40 CalFresh food eligible adults with direct education and a minimum of 500 CalFresh food eligible adults with supportive indirect education to promote healthy eating, beverage and physical activity behaviors.

**Social Ecological Model:**
☒ Individual ☒ Interpersonal: Social/Groups ☒ Institutional/Organizational ☒ Community ☒ Policy/Environmental

Activity Category	Activity Description	Deliverables				Documentation
		Oct-Dec 2020	Jan-Mar 2021	Apr-June 2021	July-Sep 2021	
ASMT	Establish, cultivate, and maintain partnerships with three to four (3-4) healthcare delivery systems (health/dental clinics, health centers, hospitals) interested in screening for food insecurity and/or supporting efforts to increase healthy food access for their clients.	Establish and identify partners interested in food insecurity screening	Establish and identify partners interested in food insecurity screening	Establish and identify partners interested in food insecurity screening	Establish and identify partners interested in food insecurity screening	Submit: Partnership Log
ASMT	<b>PRE:</b> As directed by DPH, assess the readiness, capacity, opportunities and barriers of each healthcare site to screen for food insecurity and/or adopt and implement healthy food access strategies (i.e. food assistance resources, onsite emergency food assistance/pantry services, provision of space to offer summer meals, etc.). <b>POST:</b> As directed by DPH assess the health care delivery system environment in relation to the adoption and implementation of a food insecurity screener and healthy food access strategies. Track adherence to policies and procedures implemented, including trends.	Assess Site as directed	Assess Site as directed	Assess Site as directed	Assess Site as directed	Submit: Assessment Tool Summary
ASMT	<b>Assess provider resources/referral network</b> related to healthy food access for clients and audit the surrounding community to <b>develop a comprehensive resource tool for providers;</b> update quarterly. Participate in related evaluation efforts upon request.	Assess or Update	Assess or Update	Update	Update	Submit: Provider Resource Tool

# CalFresh Healthy Living | Supplemental Nutrition Assistance Program Education (SNAP-Ed)

## Contractor:

One Year Work Plan  
FFY 2021

Service Category  
LIVE: Healthcare/Dental Clinics &  
Hospitals

Activity Category	Activity Description	Deliverables				Documentation
		Oct-Dec 2020	Jan-Mar 2021	Apr-June 2021	July-Sep 2021	
CE TTA	a. <b>Identify local influencers/champions</b> (i.e. administrators, providers, support staff, volunteers) <b>at each healthcare site</b> and leverage relationships to generate support for food insecurity screening and/or healthy food access strategies. b. <b>Engage influencers/champions consistently throughout planning, implementation, and maintenance</b> and solicit feedback and input to inform the intervention. c. <b>Provide technical training, assistance, and/or resources</b> to educate influencers/champions in the support of policies/standards for food insecurity screening of clients at routine visits, food assistance programs and local resources.	Identify champions	Identify champions	Engage champions & provide TA	Engage champions & provide TA	Submit: Champion List  TA Log  Engagement Summary
	As directed by DPH, <b>engage clients and gather feedback related to healthy food access interventions</b> through surveys and/or interviews to inform the intervention.	CE	CE	CE	CE	Submit: Completed Survey Tools/ Interview Summary

## CalFresh Healthy Living | Supplemental Nutrition Assistance Program Education (SNAP-Ed)

## Contractor:

One Year Work Plan  
FFY 2021Service Category  
LIVE: Healthcare/Dental Clinics &  
Hospitals

Activity Category	Activity Description	Deliverables				Documentation
		Oct-Dec 2020	Jan-Mar 2021	Apr-June 2021	July-Sep 2021	
C&C	<p>Work with the healthcare delivery system to <b>establish, cultivate, and maintain relationships with food security stakeholders/partners, including potential donors</b> (i.e. schools, restaurants, grocery stores, Farmers Markets, hospitals), food rescue food recipients (i.e. food banks, food pantries, soup kitchens, churches), delivery providers (i.e. Food Finders), and Federal and state funded food assistance providers (i.e. CalFresh, WIC, Summer Food sponsors, Market Match), regulatory agencies (i.e. DPH Environmental Health Services), and referral partners (e.g. 2-1-1, IE Connect). Foster these partnerships in order to accomplish the following:</p> <ul style="list-style-type: none"> <li>a. Support increased healthy food access, source healthy food and beverage options for clients screening positive for food insecurity, and participate in a variety of food recovery/waste prevention strategies.</li> <li>b. Leverage relationships to generate support for a food pantry and/or summer meals site, as appropriate.</li> <li>c. Educate on proper and appropriate food storage at emergency food assistance pantry, as well as the importance of nutrition standards and policies. Work together to identify sources of funding and/or donated resources.</li> </ul>	C&C	<p>C&amp;C</p> <p>Partner with food donors, emergency food recipients, delivery providers, regulatory agencies, and referral partners</p>	<p>C&amp;C</p> <p>Partner with food donors, emergency food recipients, delivery providers, regulatory agencies, and referral partners</p>	<p>C&amp;C</p> <p>Partner with food donors, emergency food recipients, delivery providers, regulatory agencies, and referral partners</p>	<p>Submit: Partnership Log</p> <p>Engagement Summary</p>
C&C	<p>Work in coordination with DPH to <b>support Food Recovery/Food Insecurity/Summer Meals Subcommittee efforts</b> (e.g. increase summer meal sites, identify food pantry donors and recipients, etc.)</p>	C&C	C&C	C&C	C&C	<p>Submit partnership Log</p> <p>Engagement Summary</p>

**CalFresh Healthy Living | Supplemental Nutrition Assistance Program Education (SNAP-Ed)****Contractor:****One Year Work Plan  
FFY 2021****Service Category  
LIVE: Healthcare/Dental Clinics &  
Hospitals**

Activity Category	Activity Description	Deliverables				Documentation
		Oct-Dec 2020	Jan-Mar 2021	Apr-June 2021	July-Sep 2021	
DE	Conduct direct nutrition education and physical activity education with a minimum of 40 unique CalFresh food eligible adults at three to four (3-4) qualifying healthcare/dental clinics, health centers, or hospitals. Include nutrition education that targets the consumption of water in place of sugary beverages and food security strategies. Empower clients to implement changes at home and while dining out. Where possible, complement nutrition education with the taste testing of fruit and vegetables and/or CalFresh Healthy Living recipe demonstrations. Support education that reduces the stigma related to food security.		DE to at least 10 adults	DE to at least 15 adults	DE to at least 15 adults	Submit: Agenda, Sign-In Sheet, Data Cards On File: Lesson Outline
IE	Utilize indirect education strategies to engage and empower 500 CalFresh food eligible/food insecure adults and families at healthcare sites to help them implement changes at home and while dining out. Promote health messaging community wide.  Communicate through various appropriate channels (i.e. newsletters, site-based events, flyers/ handouts, posters, websites, community events, social media, etc.). Promote, support and reinforce healthy messages consistent with DE and other healthy food access and food insecurity screening strategies to reach 500 CalFresh food eligible residents in the prioritized zone. Provide educational materials and/or hold health promotion campaigns to increase public awareness and reduce stigma related to food insecurity.		IE to 166 adults	IE to 167 adults	IE to 167 adults	Submit: Activity Event Form, Collaterals

## CalFresh Healthy Living | Supplemental Nutrition Assistance Program Education (SNAP-Ed)

Contractor: St. Mary Medical Center

One Year Work Plan  
FFY 2022Service Category  
LIVE: Healthcare/Dental Clinics &  
Hospitals

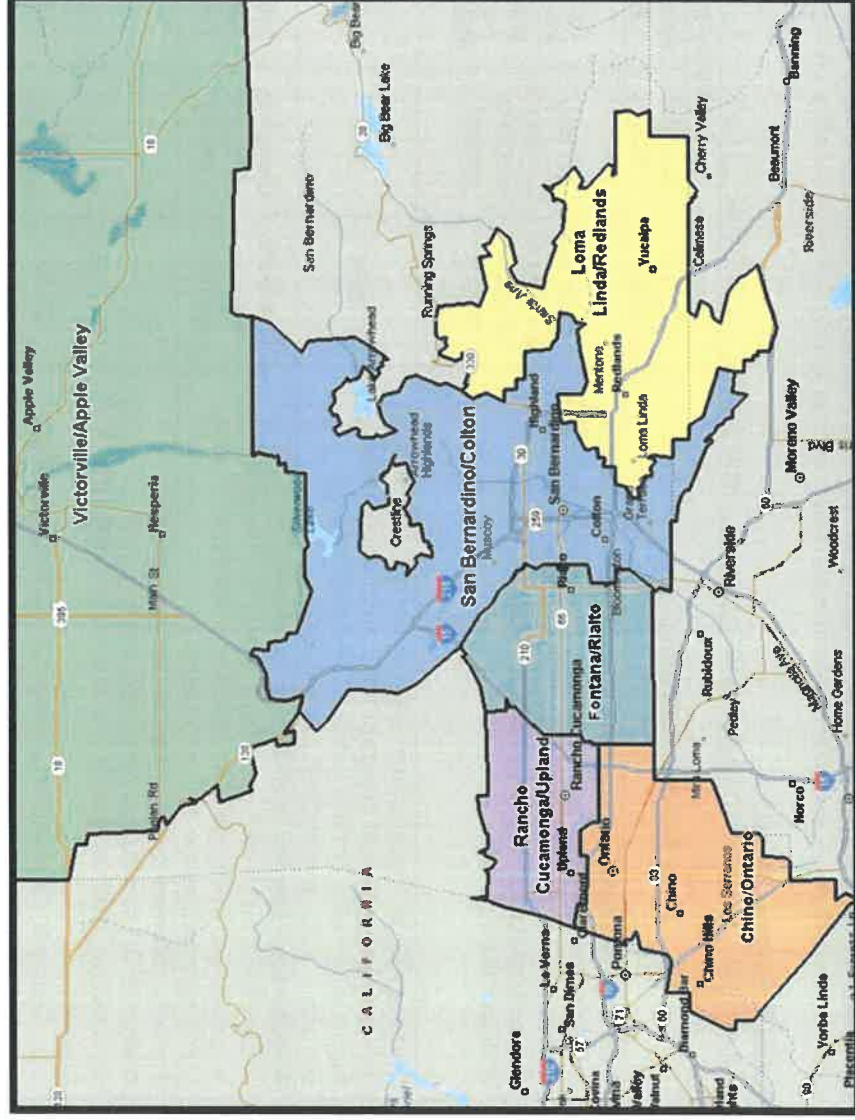
CALFRESH HEALTHY LIVING SNAP-ED CONTRACT PERIOD: OCTOBER 1, 2021 – SEPTEMBER 30, 2022	
Contract Number:	
Contractor:	
CalFresh Healthy Living Goals:	<p>The CalFresh Healthy Living, California Supplemental Nutrition Assistance Program Education (SNAP-Ed) goals are to:</p> <ol style="list-style-type: none"> <li>1. Empower low-income Californians toward healthful dietary choices and promote the growth of California agriculture, and</li> <li>2. Promote physically active lifestyles for low-income Californians.</li> </ol> <p>CalFresh Healthy Living focuses on preventing nutrition and activity-related chronic diseases and improving food security in the CalFresh Food eligible population by:</p> <ul style="list-style-type: none"> <li>• Providing information and education to promote food resource management, healthy eating, and a physically active lifestyle, and</li> <li>• Creating supportive food and activity environments in collaboration with community to make healthy choices easier where people eat, live, learn, work, play, and shop.</li> </ul>
IWP Domain(s):	LIVE
PSE Setting:	LIVE - Healthcare/Dental Clinics & Hospitals
Strategy(ies):	LIVE - Access to Healthy Food, Screening and Interventions for Food Insecurity
Sub-Strategy(ies):	LIVE - Capacity building for food distribution, water access and appeal, site/organizational wellness policy, healthy procurement, food recovery
Local Objective(s):	Administration, Healthcare/Dental Clinics and Hospitals
Primary Target Audience:	CalFresh food eligible county residents

	West SB	Central SB	East SB	SB High Desert	Total
Direct Education reach by zone (LIVE)	-	-	-	-	60
Indirect Education reach by zone (LIVE)	-	-	-	-	800
Engaged health/dental clinics, health centers and/or hospitals by zone (LIVE)	-	-	-	-	4-6 (cumulative)

\*revised 08/12/20

## CalFresh Healthy Living | Supplemental Nutrition Assistance Program Education (SNAP-Ed)

Contractor: St. Mary Medical Center

One Year Work Plan  
FFY 2022Service Category  
**LIVE: Healthcare/Dental Clinics &  
Hospitals****SAN BERNARDINO COUNTY CALFRESH HEALTHY LIVING ZONES**

- **West SB**
  - Chino/Ontario, Montclair areas
  - Rancho Cucamonga/Upland areas
- **Central SB**
  - Fontana/Rialto areas
  - San Bernardino/Colton, Grand Terrace areas
  - Mountain communities including:
    - Crestline, Arrowhead
- **East SB**
  - Loma Linda/Redlands/Highland/Yucaipa areas
  - Desert cities or areas to the East including:
    - Joshua Tree, Twenty Nine Palms
    - Yucca Valley
  - Mountain communities including:
    - Running Springs, Big Bear
- **High Desert SB**
  - Victorville/Apple Valley areas
  - Cities or areas to the North including:
    - Adelanto, Apple Valley, Barstow, Baker, Fort Irwin, Hesperia, Phelan, Pinion Hills, Needles

## CalFresh Healthy Living | Supplemental Nutrition Assistance Program Education (SNAP-Ed)

Contractor: St. Mary Medical Center

One Year Work Plan

FFY 2022

Service Category

LIVE: Healthcare/Dental Clinics &  
Hospitals

## CalFresh Healthy Living SNAP-Ed Local Objective A: Administration

By September 30, 2022, complete and submit all required reports and forms on or before each deadline, comply with all onsite monitoring visits and desk reviews, and participate in a minimum of twenty (20) CalFresh Healthy Living-sponsored meetings and trainings.

## Social Ecological Model:

☐ Individual ☐ Interpersonal: Social/Groups ☐ Institutional/Organizational ☐ Community ☐ Policy/Environmental

Activity Description	Deliverables				Documentation
	Oct-Dec 2021	Jan-Mar 2022	Apr-June 2022	Jul-Sep 2022	
Complete all mandatory documentation such as invoices, monthly progress reports, success stories, data cards, policy, system and environmental change (PSE) reports, Impact & Outcome evaluation reports, and labeled attachments, etc., on or before the due date.	Monthly invoices & progress reports	Monthly invoices & progress reports	Monthly invoices, progress reports, IOE report	Monthly invoices, progress reports, success story, PSE report	Submit: Invoices, reports, attachments
Comply with all requests from Department of Public Health (DPH) including annual programmatic and fiscal onsite monitoring visits or desk reviews, and responding to corrective action plans (CAPs) as necessary.	TBD	TBD	TBD	TBD	On File: Record of compliance, completed reports
Acquire food handler certification that meets DPH requirements for all staff responsible for conducting fruit, vegetable and beverage taste tests and/or CalFresh Healthy Living approved recipe demonstrations.	Complete Cert as needed	Complete Cert as needed	Complete Cert as needed	Complete Cert as needed	Submit: County of San Bernardino Food Handler certification
Annually, attend a minimum of 20 CalFresh Healthy Living/NEOP-sponsored meetings, trainings and conferences that may include (but are not limited to) the following: <ol style="list-style-type: none"> <li>County Nutrition Action Partnership (CNAP) meetings, including Summer Meal Subcommittee meetings</li> <li>Food Rescue Anti-Hunger Coalition meetings</li> <li>Quarterly Contractor meetings and local trainings</li> <li>Annual Local Implementing Agency (LIA) Forum</li> <li>Other CalFresh-sponsored regional trainings, and</li> <li>Regional Network Collaborative meetings such as the High Desert Food Collaborative.</li> </ol>	CNAP meetings, Contractor meeting	CNAP meetings, Contractor meeting, LIA Forum	CNAP meetings, Contractor meeting	CNAP meetings, Contractor meeting	On File: Meeting agenda, Activity Event Form, travel expense reports & receipts (as appropriate)

## CalFresh Healthy Living | Supplemental Nutrition Assistance Program Education (SNAP-Ed)

Contractor: St. Mary Medical Center

One Year Work Plan  
FFY 2022Service Category  
LIVE: Healthcare/Dental Clinics &  
Hospitals

## CalFresh Healthy Living SNAP-Ed Local Objective B: Community Engagement (LIVE)

By September 30, 2022, engage four to six qualified (4-6) healthcare delivery systems (i.e. healthcare/dental clinics, health centers, hospitals), to pilot the inclusion of a food insecurity screening tool in the healthcare practice and reach a minimum of 60 CalFresh food eligible adults with direct education and a minimum of 800 CalFresh food eligible adults with supportive indirect education to promote healthy eating, beverage and physical activity behaviors.

**Note:** Number of healthcare delivery systems reached is subject to change depending on whether contractor is continuing from FFY 2020.

## Social Ecological Model:

☒ Individual ☒ Interpersonal: Social/Groups ☒ Institutional/Organizational ☒ Community ☒ Policy/Environmental

Activity Category	Activity Description	Deliverables				Documentation
		Oct-Dec 2021	Jan-Mar 2022	Apr-June 2022	July-Sep 2022	
ASMT	Establish, cultivate, and maintain partnerships with four to six (4-6) qualified healthcare delivery systems (healthcare/dental clinics, health centers, hospitals) interested in screening for food insecurity and/or supporting efforts to increase healthy food access for their clients.	Cultivate/maintain partnerships with those interested in food security screening	Cultivate/maintain partnerships with those interested in food security screening	Cultivate/maintain partnerships with those interested in food security screening	Cultivate/maintain partnerships with those interested in food security screening	Submit: Partnership Log
ASMT	<b>PRE:</b> As directed by DPH, assess the readiness, capacity, opportunities and barriers of each healthcare site to screen for food insecurity and/or adopt and implement healthy food access strategies (i.e. food assistance resources, onsite emergency food assistance/pantry services, provision of space to offer summer meals, etc.). <b>POST:</b> As directed by DPH assess the health care delivery system environment in relation to the adoption and implementation of a food insecurity screener and healthy food access strategies. Track adherence to policies and procedures implemented, including trends.	Assess Site as directed	Assess Site as directed	Assess Site as directed	Assess Site as directed	Submit: Assessment Tool Summary

## CalFresh Healthy Living | Supplemental Nutrition Assistance Program Education (SNAP-Ed)

Contractor: St. Mary Medical Center

One Year Work Plan  
FFY 2022Service Category  
LIVE: Healthcare/Dental Clinics &  
Hospitals

Activity Category	Activity Description	Deliverables				Documentation
		Oct-Dec 2021	Jan-Mar 2022	Apr-June 2022	July-Sep 2022	
ASMT	Assess provider resources/referral network related to healthy food access for clients and audit the surrounding community to develop a comprehensive resource tool for providers; update quarterly. Participate in related evaluation efforts upon request.	Update	Update	Update	Update	Submit: Provider Resource Tool
CE TTA	<p>a. <b>Identify local influencers/champions</b> (i.e. administrators, providers, support staff, volunteers) <b>at each healthcare site</b> and leverage relationships to generate support for food insecurity screening and/or healthy food access strategies.</p> <p>b. <b>Engage influencers/champions consistently throughout planning, implementation, and maintenance</b> and solicit feedback and input to inform the intervention.</p> <p>c. <b>Provide technical training, assistance, and/or resources</b> to educate influencers/champions in the support of policies/standards for food insecurity screening of clients at routine visits, food assistance programs and local resources.</p>	Engage champions & provide TA	Engage champions & provide TA	Engage champions & provide TA	Engage champions & provide TA	<p>Submit:</p> <p>Champion List</p> <p>TA Log</p> <p>Engagement Summary</p>
CE	As directed by DPH, <b>engage clients and gather feedback related to healthy food access interventions</b> through surveys and/or interviews to inform the intervention.	CE	CE	CE	CE	Submit: Completed Survey Tools/ Interview Summary

**CalFresh Healthy Living | Supplemental Nutrition Assistance Program Education (SNAP-Ed)**  
**ATTACHMENT A1**

**Contractor: St. Mary Medical Center**      **One Year Work Plan**      **Service Category**  
**FFY 2022**      **LIVE: Healthcare/Dental Clinics & Hospitals**

Activity Category	Activity Description	Deliverables				Documentation
		Oct-Dec 2021	Jan-Mar 2022	Apr-June 2022	July-Sep 2022	
C&C	<p>Work with the qualified healthcare delivery system to <b>establish, cultivate, and maintain relationships with food security stakeholders/partners, including potential donors</b> (i.e. schools, restaurants, grocery stores, Farmers Markets, hospitals), food rescue food recipients (i.e. food banks, food pantries, soup kitchens, churches), delivery providers (i.e. Food Finders), and Federal and state funded food assistance providers (i.e. CalFresh, WIC, Summer Food sponsors, Market Match), regulatory agencies (i.e. DPH Environmental Health Services), and referral partners (i.e. 2-1-1, IE Connect). Foster these partnerships in order to accomplish the following:</p> <p>a. Support increased healthy food access, source healthy food and beverage options for clients screening positive for food insecurity, and participate in a variety of food recovery/waste prevention strategies.</p> <p>b. Leverage relationships to generate support for a food pantry and/or summer meals site, as appropriate.</p>	C&C Partner with food donors, emergency food recipients, delivery providers, regulatory agencies, and referral partners	C&C Partner with food donors, emergency food recipients, delivery providers, regulatory agencies, and referral partners	C&C Partner with food donors, emergency food recipients, delivery providers, regulatory agencies, and referral partners	C&C Partner with food donors, emergency food recipients, delivery providers, regulatory agencies, and referral partners	<p>Submit: Partnership Log</p> <p>Engagement Summary</p>

**CalFresh Healthy Living | Supplemental Nutrition Assistance Program Education (SNAP-Ed)**  
ATTACHMENT A1

**Contractor: St. Mary MedicalCenter**      **One Year Work Plan**      **Service Category**  
**FFY 2022**      **LIVE: Healthcare/Dental Clinics & Hospitals**

Activity Category	Activity Description	Deliverables				Documentation
		Oct-Dec 2021	Jan-Mar 2022	Apr-June 2022	July-Sep 2022	
	c. Educate on proper and appropriate food storage at emergency food assistance pantry, as well as the importance of nutrition standards and policies. Work together to identify sources of funding and/or donated resources.					
C&C	Work in coordination with DPH to support Food Recovery/Food Insecurity/Summer Meals Subcommittee efforts (e.g. increase summer meal sites, identify food pantry donors and recipients, etc.)	C&C	C&C	C&C	C&C	Submit partnership Log  Engagement Summary
DE	Conduct direct nutrition education and physical activity education with a minimum of 60 unique CalFresh food eligible adults at four to six (4-6) qualifying healthcare/dental care clinics, health centers, or hospitals. Include nutrition education that targets the consumption of water in place of sugary beverages and food security strategies. Empower clients to implement changes at home and while dining out. Where possible, complement nutrition education with the taste testing of fruit and vegetables and/or CalFresh Healthy Living recipe demonstrations. Support education that reduces the stigma related to food security.	DE to at least 15 adults	DE to at least 15 adults	DE to at least 15 adults	DE to at least 15 adults	Submit: Agenda, Sign-In Sheet, Data Cards  On File: Lesson Outline

# CalFresh Healthy Living | Supplemental Nutrition Assistance Program Education (SNAP-Ed)

**Contractor: St. Mary Medical Center**

**One Year Work Plan  
FFY 2022**

**Service Category  
LIVE: Healthcare/Dental Clinics &  
Hospitals**

Activity Category	Activity Description	Deliverables				Deliverables
		Oct-Dec 2021	Oct-Dec 2021	Oct-Dec 2021	Oct-Dec 2021	
IE	<p>Utilize indirect education strategies to engage and empower 800 CalFresh food eligible/food insecure adults and families at the healthcare sites to help them implement changes at home and while dining out. Promote health messaging community wide.</p> <p>Communicate through various appropriate channels (i.e. newsletters, site-based events, flyers/ handouts, posters, websites, community events, social media, etc.). Promote, support and reinforce healthy messages consistent with DE and other healthy food access and food insecurity screening strategies to reach 800 CalFresh food eligible residents in the prioritized zone. Provide educational materials and/or hold health promotion campaigns to increase public awareness and reduce stigma related to food insecurity.</p>	IE to 200 adults	IE to 200 adults	IE to 200 adults	IE to 200 adults	Submit: Activity Event Form, Collaterals

San Bernardino County Department of Public Health, Nutrition Program  
16-10145]

**Attachment B**  
**Federal Terms and Conditions**

*(For Federally Funded Grant Agreements)*

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

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

## 1. Federal Funds

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

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

## 2. Federal Equal Opportunity Requirements

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

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

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

### **3. Debarment and Suspension Certification**

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

- (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
  - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Grantee is unable to certify to any of the statements in this certification, the Grantee shall submit an explanation to the CDPH Program Contract Manager.
  - d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
  - e. If the Grantee knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

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

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

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

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

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

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

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

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

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

- (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
  - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
  - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a grant or subgrant exceeding \$100,000 at any tier under a grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

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

7. **Additional Restrictions**

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

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

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

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

## 8. Human Subjects Use Requirements

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

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

## 9. Financial and Compliance Audit Requirements

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

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

- d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
- e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
- f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
- g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
- h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
- i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
- j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
- k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

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

## 10. Audit and Record Retention

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

- a. The Contractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and

interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Name of Grantee

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

\_\_\_\_\_  
Contract / Grant Number

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

County of San Bernardino  
Department of Public Health, Nutrition Program  
Attn: Program Coordinator  
1505 South D Street, Suite 101  
San Bernardino, CA 92415

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

## Attachment 2

**CERTIFICATION REGARDING LOBBYING**

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

Approved by OMB  
0348-0046

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

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-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.

**ATTACHMENT C**

**COMPLAINT AND GRIEVANCE PROCEDURE**

(INSTRUCTIONS: THE PARTICIPANT IS TO READ AND RECEIVE THE TOP PORTION OF THIS FORM. THE BOTTOM PORTION OF THE FORM IS TO BE SIGNED BY SERVICE RECIPIENT AND PLACED IN THE CONTRACTOR'S RECORDS.)

If you believe you have been discriminated against, or that there has been a violation of any laws or regulations, or if you have a problem regarding services received, you have the right to file a grievance.

The following procedures are to be followed when filing a grievance:

1. Identify the complaint/grievance in writing and discuss it with the contractor/service provider.  
Time frame: Within 1 week of discrimination/violation/problem.  
  
If resolved at this level, no further action is required. If no resolution is apparent within 10 calendar days, proceed with Step 2.
2. Forward the written complaint/grievance to your Caseworker (whichever is applicable).  
Time frame: Within 1 week of Step 1.

If resolved at this level, no further action is required. If no resolution is apparent within 20 calendar days, proceed with Step 3.

3. Forward the written complaint/grievance to Program Manager at the following address:

Teslyn Henry-King, Program Coordinator  
Department of Public Health  
Nutrition Program  
1505 South "D" Street  
San Bernardino, CA 92415-0058

Time frame: Within 1 week of Step 2.

If resolved at this level, no further action is required.

4. If no solution is apparent after Steps 1-3 have been exhausted forward copy of written grievance to:

Human Services System, Contracts Manager  
150 S. Lena Road  
San Bernardino, CA 92415-0515

You will be contacted within 10 calendar days of any actions being taken. Please note: Each of these steps must be completed in the sequence shown.

.....  
**GRIEVANCE PROCEDURE CERTIFICATION**

This is to certify that I have read, understood, and received a copy of the San Bernardino County Human Services System Complaint and Grievance Procedure.

\_\_\_\_\_  
Signature of Service Recipient

\_\_\_\_\_  
Date

**ASSURANCE OF COMPLIANCE STATEMENT****ASSURANCE OF COMPLIANCE WITH THE  
CALIFORNIA DEPARTMENT OF SOCIAL SERVICES  
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

---

**NAME OF THE CONTRACTING AGENCY**

(Hereinafter called the "Agency")

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977-Section 272.6, The Americans with Disabilities Act of 1990, Government Code (GC) Section 1135 and California Code of Regulations (CCR) Title 22 Section 9800-98413, Title 24 of the California Code of Regulations, Section 310A(e) and other applicable federal and state laws, as well as their implementing regulations (including 45 CFR, Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFS Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of race, color, national origin, political affiliation, religion, marital status, sex, age or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and HEREBY GIVES ASSURANCE THAT, it will immediately take any measures necessary to effectuate this agreement.

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

BY ACCEPTING THIS ASSURANCE, the agency agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the agency directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

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DATE

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SIGNATURE

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ORGANIZATION

## FFY 2021 CalFresh Healthy Living Budget: LIVE

(CDPH) California Dept. of Public Health - St Mary Medical Center

<b>Organization Name:</b>	
<b>County/Jurisdiction:</b>	
<b>FFY 2020 Total Budget:</b>	<b>\$175,050</b>
<b>Budget Adjustment Request Date:</b>	

<b>Expenses</b>	<b>FFY 2021 Budget</b>	<b>Justification</b>
Salaries/Benefits	\$161,877	
Travel	\$2,703	
Non-Capital Equipment/Supplies	\$540	
Materials	\$1,836	
Building/Space	\$0	
Maintenance	\$0	
Equipment and Other Capital Expenditures	\$0	
Contracts/Sub-Grants/Agreements	\$0	
<b>Total Direct Costs:</b>	<b>\$166,956</b>	
Indirect Cost Rate % =	\$8,094	
<b>Total Federal Funds</b>	<b>\$175,050</b>	

Retain copies of Contracts/Sub-Grants/Agreements on site

Provide assurances that the indirect cost rate is an approved rate (Financial and Cost Policy Supplement)

Provide narrative describing all expenses for each budget line item

## FFY 2021 CalFresh Healthy Living Budget: LIVE

(CDPH) California Dept. of Public Health  
0

\* Provide narrative in Budget Justification column for Benefit Rates over 90%

**Definition and basis for calculations of benefit rate(s):** B  
(Describe what is covered in the benefit rate for your agency)

FFY 2022 CalFresh Healthy Living Budget: LIVE

ATTACHMENT E

Organization Name: (CDPH) California Dept. of Public Health  
County/Jurisdiction: 0

Travel: In-State																	Budget Adjustment
	Add/Decrease	Line Amount Requested	Position Title/Name	Location	Description and Justification	Trips	FTE	Days	Nights	Per Diem	Lodging	Air	Miles (\$ .575)	Rag Fee	Other	Total	Budget Justification
1			Project Coordinator/M. Dubon	Local	Travel to Partner Sites, Outreach Activities, Required Contractor Trainings/Meetings	42	0.75						50			\$1,207.50	
2			Program Assistant/M. Amaza	Local	Travel to Partner Sites, Outreach Activities, Required Contractor Trainings/Meetings	42	0.75						50			\$1,207.50	
3			Administrative Coordinator/C. Neri	Local	Travel to Contractor Trainings/Meetings	10	0.75						50			\$287.50	
4																\$0.00	
5																\$0.00	
6																\$0.00	
7																\$0.00	
8																\$0.00	
9																\$0.00	
10																\$0.00	
11																\$0.00	
12																\$0.00	
13																\$0.00	
14																\$0.00	
15																\$0.00	
16																\$0.00	
17																\$0.00	
18																\$0.00	
19																\$0.00	
20																\$0.00	
21																\$0.00	
22																\$0.00	
23																\$0.00	
24																\$0.00	
25																\$0.00	
26																\$0.00	
27																\$0.00	
28																\$0.00	
29																\$0.00	
30																\$0.00	
31																\$0.00	
32																\$0.00	
33																\$0.00	
34																\$0.00	
35																\$0.00	
36																\$0.00	
37																\$0.00	
38																\$0.00	
39																\$0.00	
40																\$0.00	
41																\$0.00	
42																\$0.00	
43																\$0.00	
44																\$0.00	
45																\$0.00	
46																\$0.00	
47																\$0.00	
48																\$0.00	
49																\$0.00	
50																\$0.00	
Total In-State Travel:																\$2,703	

• Lodging costs include taxes. Reimbursement at CalHR rates.  
• Provide narrative in Description and Justification column describing all expenses for each budget line item

Travel: Out-of-State																	Budget Adjustment
Budget	Add	Subtract	Position Title/Name	Location	Description and Justification	Trips	FTE	Days	Nights	Per Diem	Lodging	Air	Miles (\$5.75)	Rag Fee	Other	Total	Budget Justification
																\$0.00	
																\$0.00	
																\$0.00	
Total Out-of-State Travel:																\$0	

• Lodging costs include taxes. Reimbursement at CalHR rates.  
• Provide narrative in Description and Justification column describing all expenses for each budget line item

## FFY 2021 CalFresh Healthy Living Budget: LIVE

Organization Name: (CDPH) California Dept. of Public Health  
 County/Jurisdiction: 0

#	Item	Budget Adjustment Add Delete Increase Decrease	Non-Capital Equipment/Supplies:					Total	Budget Justification
			Budget Item	Description and Justification	FTE	Cost Per Item	# of Items		
1			General Office Supplies	Pens, binders, poster boards, etc. used for community meeting and management of project-related files	2.25	\$120.00	2	\$540.00	
2								\$0.00	
3								\$0.00	
4								\$0.00	
5								\$0.00	
6								\$0.00	
1				<i>Thyristor sensitive equipment/supplies that are less than \$5,000 (Computers, printers, projectors, etc.)</i>				\$0.00	
2								\$0.00	
3								\$0.00	
4								\$0.00	
Total Non-Capital Equipment/Supplies:									\$540

• Provide narrative in Description and Justification column describing all expenses for each budget line item

#	Item	Budget Adjustment Add Delete Increase Decrease	Materials:					Total	Budget Justification
			Budget Item	Description and Justification	Cost per Item	# of Items	as been intended as been intended		
1			Nutritional Educational Materials	Approved nutrition education materials including recipe cards, cookbooks, informational items	\$0.75	400		\$300.00	
2			Healthy Food and Beverage Demos	Food items needed to prepare approved recipes for food demonstrations and taste testing/taste testing supplies - plates, demo cups, spoons etc.	\$2.50	200		\$500.00	
3			Promotional Materials	Printing/Copying flyers, posters to engage clinic patients in project activities, printing of resources to offer the patients	\$1,036.00	1		\$1,036.00	
4								\$0.00	
5								\$0.00	
6								\$0.00	
7								\$0.00	
8								\$0.00	
9								\$0.00	
Total Materials:									\$1,836

• Provide narrative in Description and Justification column describing all expenses for each budget line item

#	Item	Budget Adjustment Add Delete Increase Decrease	Building/Space:					Total	Budget Justification
			Location Name/Address	Calculation Description	FTE	Cost per Month	# of Month(s)		
1								\$0.00	
2								\$0.00	
3								\$0.00	
4								\$0.00	
Total Building/Space:									\$0

• Provide narrative in Calculation Description column describing calculation for each budget line item

Budget Adjustment	Budget Adjustment

Maintenance:

## FFY 2021 CalFresh Healthy Living Budget: LIVE

Item #	Add Delete Increase Decrease	Last Amount Approved	Location Name/Address	Calculation Description	FTE	Cost per Month	# of Month(s) as been intention	Total	Budget Justification
1								\$0.00	
2								\$0.00	
3								\$0.00	
4								\$0.00	
5								\$0.00	
6								\$0.00	
Total Maintenance:									\$0

• Provide narrative in Calculation Description column describing all expenses for each budget line item

Equipment and Other Capital Expenditures (Items that are \$5,000 or more):									
Item #	Budget Adjustment	Add Delete Increase Decrease	Last Amount Approved	Budget Item	Description and Justification	FTE	Cost per Item	# of Item(s)	Misc.
1									
Total Equipment and Other Capital Expenditures:									\$0

• Provide narrative in Description and Justification column describing all expenses for each budget line item

Contracts/Sub-Grants/Agreements:									
Item #	Budget Adjustment	Add Delete Increase Decrease	Last Amount Approved	Organization Name	Description of Service(s)	has been intentiona	s been intentions been intention	Total Grant	Budget Justification
A				0		has been intentiona	s been intentions been intention	\$0.00	
1									
2									
3									
Total Contracts/Sub-Grants/Agreements:									\$0

• Provide narrative in Description of Service(s) column summarizing the work that will be performed for each budget line item

Total Direct Costs:	\$166,956
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Indirect Costs:									
Item #	Budget Adjustment	Add Delete Increase Decrease	Last Amount Approved	Indirect Cost Rate	Calculation Method	Total Admin/ Program Dollars	This column has been intentionally left blank	This column has been intentionally left blank2	Total
1				5.00%	Indirect cost is salaries plus benefits. St. Mary In-Kind	\$161,877.00		as been intention	\$8,093.85
Total Indirect Costs:									\$8,094

• Provide narrative in the Calculation Method column explaining the line items included in the calculation

Total Budget:	\$175,050
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FFY 2022 CalFresh Healthy Living Budget: LIVE

(CDPH) California Dept. of Public Health

Organization Name:	
County/Jurisdiction:	
FFY 2020 Total Budget:	\$177,150
Budget Adjustment Request Date:	

Expenses	FFY 2021 Budget	Justification
Salaries/Benefits	\$161,877	
Travel	\$4,506	
Non-Capital Equipment/Supplies	\$516	
Materials	\$2,157	
Building/Space	\$0	
Maintenance	\$0	
Equipment and Other Capital Expenditures	\$0	
Contracts/Sub-Grants/Agreements	\$0	
Total Direct Costs:	\$169,056	
Indirect Cost Rate % =	\$8,094	
Total Federal Funds	\$177,150	

Retain copies of Contracts/Sub-Grants/Agreements on site

Provide assurances that the indirect cost rate is an approved rate (Financial and Cost Policy Supplement)

Provide narrative describing all expenses for each budget line item

FFY 2022 CalFresh Healthy Living Budget: LIVE

ATTACHMENT E1

Organization Name:  
County/Jurisdiction:

(CDPH) California Dept. of Public Health  
0

Position #	Budget Adjustment		Staffing: Salary/Benefits:					Budget Adjustment		
	Add	Delist	Position Title	Position Name	SNAP-Ed Time Spent: % of SNAP-Ed Time Spent on Direct SNAP-Ed Delivery	Annual Salary	FTE	Total SNAP-Ed Salary	Benefit Rate	Total SNAP-Ed Benefits Admin Costs
1			Project Coordinator	W. Dubon	100.00%	\$58,273.28	0.75	\$43,704.96	30.000%	\$13,111.49
2			Program Coordinator	D. Amaya	100.00%	\$55,266.00	0.75	\$41,449.50	30.000%	\$12,434.85
3			Administrative Coordinator	C. Neri	100.00%	\$52,488.80	0.75	\$39,366.60	30.000%	\$11,809.98
4								\$0.00		\$0.00
5								\$0.00		\$0.00
6								\$0.00		\$0.00
7								\$0.00		\$0.00
8								\$0.00		\$0.00
9								\$0.00		\$0.00
10								\$0.00		\$0.00
11								\$0.00		\$0.00
12								\$0.00		\$0.00
13								\$0.00		\$0.00
14								\$0.00		\$0.00
15								\$0.00		\$0.00
16								\$0.00		\$0.00
17								\$0.00		\$0.00
18								\$0.00		\$0.00
19								\$0.00		\$0.00
20								\$0.00		\$0.00
21								\$0.00		\$0.00
22								\$0.00		\$0.00
23								\$0.00		\$0.00
24								\$0.00		\$0.00
Total Staffing Salaries/Benefits:							2.25	\$124,521		\$37,356
										\$161,877

• Provide narrative in Budget Justification column for Benefit Rates over 50%

Definition and basis for calculations of benefit rate(s):  
(Describe what is covered in the benefit rate for your agency)

Benefits are calculated at 30% of salary. Benefits include health, dental, state disability, Workman's Comp, etc.

ICDPH California Dept. of Public Health  
0

- Lodging costs include taxes Reimbursement at CalHR rates.
- Provide narrative in Description and justification column describing all expenses for each budget line item

- Lodging costs include taxes. Reimbursement at CalHR rates.
- Provide narrative in Description and Justification column describing all expenses for each budget line item

FFY 2022 CalFresh Healthy Living Budget: LIVE

ATTACHMENT E1

Organization Name:  
County/Jurisdiction:

(CDPH) California Dept. of Public Health

0

Non-Capital Equipment/Supplies:										Budget Adjustment	
#	Item	Budget Adjustment Add Delete Increase Decrease	Last Amount Approved	Budget Item	Description and Justification	FTE	Cost Per Item	# of Items	as been intention	Total	Budget Justification
1				General Office Supplies	Pens, binders, poster boards, etc. used for community meeting and management of project-related files	2.25	\$76.50	3		\$516.38	
2										\$0.00	
3										\$0.00	
4										\$0.00	
5										\$0.00	
6										\$0.00	
Total Non-Capital Equipment/Supplies: \$516											
1										\$0.00	
2										\$0.00	
3										\$0.00	
4										\$0.00	

• Provide narrative in Description and Justification column describing all expenses for each budget line item

Materials:										Budget Adjustment	
Item #	Budget Adjustment Add Delete Increase Decrease	Last Amount Approved	Budget Item	Description and Justification	Cost per Item	# of Items	as been intentions been intentions	Total	Budget Justification		
1			Nutritional Educational Materials	Approved nutrition education materials including recipe cards, cookbooks, Informational Items	\$0.75	665		\$498.75			
2			Healthy Food and Beverage Demos	Food items needed to prepare approved recipes for food demonstrations and taste testing/Taste testing supplies - plates, demo cups, spoons etc. / 2 Food Handlers Cards	\$2.50	350		\$875.00			
3			Promotional Materials	Printing/Copying flyers, posters to engage clinic patients in project activities, printing of resources to offer the patients	\$783.00	1		\$783.00			
4								\$0.00			
5								\$0.00			
6								\$0.00			
7								\$0.00			
8								\$0.00			
9								\$0.00			
Total Materials:								\$2,157			

• Provide narrative in Description and Justification column describing all expenses for each budget line item

Building/Space:										Budget Adjustment	
#	Item	Budget Adjustment Add Delete Increase Decrease	Last Amount Approved	Location Name/Address	Calculation Description	FTE	Cost per Month	# of Month(s)	as been intention	Total	Budget Justification
1										\$0.00	
2										\$0.00	
3										\$0.00	
4										\$0.00	
Total Building/Space: \$0											

• Provide narrative in Calculation Description column describing calculation for each budget line item

Maintenance:										Budget Adjustment	
#	Item	Budget Adjustment Add Delete Increase Decrease	Last Amount Approved	Location Name/Address	Calculation Description	FTE	Cost per Month	# of Month(s)	as been intention	Total	Budget Justification

## FFY 2022 CalFresh Healthy Living Budget: LIVE

## ATTACHMENT E1

Item #	Add Delete Increase Decrease	Last Amount Approved	Location Name/Address	Calculation Description	FTE	Cost per Month	# of Month(s) as been intention	Total	Budget Justification
1								\$0.00	
2								\$0.00	
3								\$0.00	
4								\$0.00	
5								\$0.00	
6								\$0.00	
Total Maintenance:									\$0

• Provide narrative in Calculation Description column describing all expenses for each budget line item

Equipment and Other Capital Expenditures (Items that are \$5,000 or more):									
Item #	Budget Adjustment Add Delete Increase Decrease	Last Amount Approved	Budget Item	Description and Justification	FTE	Cost per Item	# of Item(s)	Misc.	Total
1									\$0.00
Total Equipment and Other Capital Expenditures:									\$0

• Provide narrative in Description and Justification column describing all expenses for each budget line item

Contracts/Sub-Grants/Agreements:									
Item #	Budget Adjustment Add Delete Increase Decrease	Last Amount Approved	Organization Name	Description of Service(s)	s been intentions been intention has been intentions s been intention				
A		0			Contracts/Sub-Grants/Agreements that are \$25,000 or more				
1					Contracts/Sub-Grants/Agreements that are less than \$25,000				
2									
3									
Total Contracts/Sub-Grants/Agreements:									\$0

• Provide narrative in Description of Service(s) column summarizing the work that will be performed for each budget line item

Total Direct Costs:	\$169,056
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Indirect Costs:									
Item #	Budget Adjustment Add Delete Increase Decrease	Last Amount Approved	Indirect Cost Rate	Calculation Method	Total Admin/ Program Dollars	This column has been intentionally left blank	This column has been intentionally left blank2	as been intention	Total
1			5.00%	Indirect Cost is calculated at 5% of salaries plus benefits.	\$161,877.00				\$8,093.85
Total Indirect Costs:									\$8,094

• Provide narrative in the Calculation Method column explaining the line items included in the calculation

Total Budget:	\$177,150
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