

**ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT**

- A. The Contractor shall assure that the following conditions are met:
1. Services are provided only to the defined SNAP-Ed eligible population.
  2. No fees may be charged for services.
  3. For the purposes of this contract, no social marketing campaigns (e.g., radio, television, billboards, etc.) are allowed, regardless of whether the campaign meets SNAP-Ed targeting requirements.
  4. The Contractor shall not require proof of age or citizenship as a condition of receiving services.

- B. The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following program(s) is the U.S. Department of Agriculture, Food and Nutrition Service (USDA, FNS).

CFDA 10.561      State Administrative Matching Grants for the Supplemental Nutrition Assistance Program.

- C. Ensure compliance with the following USDA, FNS civil rights requirements:
1. SNAP-Ed staff annually participates in civil rights training and maintains training documentation on file. Training is available online at: [https://www.cdph.ca.gov/programs/NEOPB/Documents/Fillable\\_Civil%20Rights092015.pdf](https://www.cdph.ca.gov/programs/NEOPB/Documents/Fillable_Civil%20Rights092015.pdf) [42 USC Section 2000d] [45 CFR Part 80] [USDA, FNS Instruction 113-1] [CDSS, Manual of Policies and Procedures (MPP) Section 21-117]
  2. A civil rights policy and discrimination procedure for processing and responding to client complaints on the basis of perceived or actual discrimination is established. Complaints must be documented and maintained in a complaint log. [42 USC Section 2000d] [45 CFR Part 80] [USDA, FNS Instruction 113-1] [MPP Section 21-117]
  3. The USDA nondiscrimination poster "And Justice for All," or other FNS-approved substitute is prominently posted and displayed in all locations where SNAP-Ed interventions are held. [7 CFR 272.6(f)(2)]
  4. The SNAP-Ed nondiscrimination statement must be made available in English or other languages appropriate for the local population served or directly affected by any USDA program or activity.

**ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)**

- D. The Contractor shall assure that the following publication conditions are met:
1. Materials published or transferred by Contractor shall: (a) state “The materials or product were a result of a project funded by a contract with the California Department of Aging”; (b) give the name of the entity, the address, and telephone number at which the supporting data is available; and (c) include a statement that “The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data.”
  2. Acknowledge that USDA, FNS reserves a royalty-free, non-exclusive right to reproduce, publish, use, or authorize others to use photographs, videos, recordings, computer programs and related source codes, literature, or other products procured, in whole or in part, with SNAP funds for Government purposes. [SNAP-Ed Guidance, Appendix F]
  3. Materials developed or reprinted with SNAP-Ed funds include a non-discrimination statement in accordance with the current year’s SNAP-Ed Guidance. [SNAP-Ed Guidance, Appendix F]
  4. All materials, whether newly developed or reprinted, follow SNAP-Ed requirements in accordance with the current year’s SNAP-Ed Guidance. [SNAP-Ed Guidance, Appendix F]

**ARTICLE II. RESOLUTION OF FEDERAL AWARD CONFLICTS**

The federal terms and conditions of this award and other requirements have the following order of precedence if there is any conflict in what they require:

1. The Food and Nutrition Act of 2008 and implementing regulations.
2. Healthy Hunger-Free Kids Act of 2010
3. 22 CCR 7000 et seq.

**ARTICLE III. SUBCONTRACTS**

- A. Additional Subcontract Requirements [SCM 3.06]
1. Agencies shall assure that all administrative fees are reasonable, considering the services being provided. Agencies may only pay overhead charges on the first \$25,000 for each subcontract. These overhead limitations may be waived when contracts are with the Federal

**ARTICLE III. SUBCONTRACTS (Continued)**

government and cost recovery requirements result in higher published rates. The overhead may not exceed the published rates.

2. Services to be provided by the Contractor are to be performed primarily with the staff of the Contractor.
3. If the total of all subcontracts (excluding those listed in (a.) below) exceeds \$50,000 or 25 percent (25%) of the total contract, whichever is less, then minimal higher levels of subcontracting might be permissible if the Subcontract is justified and:
  - a. The Subcontractor is a state or local government entity (including a JPA), foundation organized to support the Board of Governors of the California Community Colleges, an auxiliary organization of the CSU, or a California community college, an auxiliary organization of the Student Aid Commission established under Education Code § 69522 or
  - b. Prior written approval from DGS/OLS has been received; or
  - c. Certification by the government entity that the Subcontractor has been selected pursuant to a competitive bidding process that seeks at least three (3) bids from responsible bidders.
4. If a contract submitted to DGS for approval does not identify subcontracts, but the Contract subsequently involves subcontracts then, if the total subcontracted amount exceeds \$50,000 or 25 percent (25%), the Contract shall be amended to identify the subcontracts (name, staffing, portions of the work to be performed, and budget detail) and the amendment shall be submitted to DGS for approval. [SCM 3.06.G]
5. Contracts shall be procured through competitive bid procedures governed by State procurement regulations.

**ARTICLE IV. REPORTING PROVISIONS**

- A. The Contractor shall have written procedures and a reliable email system to assure that all submitted SNAP-Ed data is timely, complete, accurate, and verifiable.
- B. The Contractor shall maintain a program data collection and reporting system as specified in this Agreement.

**ARTICLE IV. REPORTING PROVISIONS (Continued)**

- C. The Contractor shall provide support and technical assistance to subcontractors and respond in writing, all written requests for directions, guidance, and interpretation of instructions to include client and performance data. [SNAP-Ed Guidance]
- D. The Contractor shall review and monitor the collection of contract data to ensure it is accurately reported.
- E. The Contractor shall attend and participate in required SNAP-Ed contract data collection training.
- F. The Contractor shall electronically submit SNAP-Ed quarterly data via the Program and Evaluation Reporting System (PEARS) online data reporting system, as follows, or as instructed by CDA:

<b>Quarter</b>	<b>Reporting Period</b>	<b>Due Date</b>
Quarter 1	October 1 - December 31	January 30
Quarter 2	January 1 - March 31	April 30
Quarter 3	April 1 - June 30	July 30
Quarter 4	July 1 - September 30	October 2

- G. The Contractor shall electronically submit annual FFY SNAP-Ed data reports via the PEARS online data reporting system, as follows, or as instructed by CDA:

<b>Reporting Period</b>	<b>Due Date</b>
October 1, - September 30	October 2

- H. If the Contractor anticipates submitting a late report, the Contractor shall submit a written explanation, including the reasons for the delay and the estimated date of submission, ten (10) days prior to the report due date to [SNAP-Ed.Data@aqing.ca.gov](mailto:SNAP-Ed.Data@aqing.ca.gov).
- I. The Contractor shall verify the accuracy of all data submitted to CDA and respond to any CDA data verification requests.

**ARTICLE IV. REPORTING PROVISIONS (Continued)**

- J. The Contractor shall collect and submit data in accordance with the current FFY federal SNAP-Ed Plan Guidance. AAAs are responsible for:
  - 1. Compiling and submitting accurate contract data to CDA.
  - 2. Reviewing and monitoring the collection of contract data to ensure it is accurately reported.
  - 3. Attending and participating in required SNAP-Ed contract data collection training.
- K. The Contractor shall, in accordance with CDA SNAP-Ed requirements, correct and/or explain questionable data.
  - 1. The Contractor shall correct all errors identified. All corrections shall be submitted to [SNAP-Ed.Data@aging.ca.gov](mailto:SNAP-Ed.Data@aging.ca.gov).
  - 2. The Contractor shall verify all quarterly and annual SNAP-Ed data for accuracy in accordance with USDA, FNS and CDA requirements.
- L. The Contractor shall electronically submit a narrative SNAP-Ed annual report summarizing activities provided during the previous FFY. Detailed information for developing the SNAP-Ed annual report will be provided in future program guidance.
- M. The Contractor shall submit quarterly progress reports providing details on the progress and achievements in reaching AAA goals and objectives. A quarterly report form will be provided by CDA and is due thirty (30) days after the end of each quarter, or as instructed by CDA. Quarterly reports shall be submitted to [SNAP-Ed@aging.ca.gov](mailto:SNAP-Ed@aging.ca.gov).

**ARTICLE V. TRANSITION PLAN**

- A. The Contractor shall submit a transition plan to CDA within fifteen (15) days of CDA's written Notice of Termination or Contractor's Notice of Intent to Terminate (pursuant to Exhibit D, Article XII of this Agreement) for a service funded by SNAP-Ed. The transition plan must be approved by CDA and shall, at a minimum, include the following:
  - 1. A description of how SNAP-Ed Participants will be notified about the change in their SNAP-Ed provider.

ARTICLE V. TRANSITION PLAN (Continued)

2. A plan to dispose of or transfer all records, including confidential records, to a new contractor or CDA, as directed by CDA.
  3. A plan to inform community referral sources of the pending termination of this SNAP-Ed contract and what alternatives, if any, exist for future referrals.
  4. A plan to maintain adequate staff to provide continued SNAP-Ed services through the remaining term of the Contract.
  5. A full inventory of all property purchased during the entire operation of the Contract using SNAP-Ed funding.
  6. A plan to dispose of, or transfer all property purchased during the entire operation of the Contract using SNAP-Ed funds.
  7. Additional information as necessary to effect a safe transition of clients to other community service providers.
- B. The Contractor shall implement the transition plan as approved by CDA. CDA will monitor the Contractor's progress in carrying out all elements of the transition plan.
- C. If the Contractor fails to provide and implement a transition plan as required in this Article, the Contractor agrees to implement a transition plan submitted by CDA to the Contractor following the Notice of Termination.