SIERRA COUNTY BOARD OF SUPERVISORS'
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS

MEETING DATE: 07/05/2023

DEPARTMENT: Public Health

PHONE NUMBER: (530) 993-6700

REQUESTED BY: Rhonda Grandi, Interim Director

TYPE OF AGENDA ITEM:

☐ REGULAR ☑ CONSENT ☐ TIMED

SUPPORTIVE DOCUMENT ATTACHED:

☑ RESOLUTION ☑ MEMO

☑ AGREEMENT OTHER _____

AGENDA ITEM:

Resolution approving the California Department of Public Health CalFresh Healthy Living Program and authorizing the Interim Director of Public Health to sign the Agreement.

BACKGROUND INFORMATION:

Please see attached memo.

FUNDING SOURCE: 0515610

GENERAL FUND IMPACT: NO ADDITIONAL

OTHER FUND:

AMOUNT: $ 584,604.00 N/A

ARE ADDITIONAL PERSONNEL REQUIRED?

☑ YES ☐ NO

TYPE OF EMPLOYEE PERMANENT PART-TIME

IS THIS ITEM ALLOCATED IN THE BUDGET?

☑ YES ☐ NO

IS A BUDGET TRANSFER REQUIRED?

☐ YES ☑ NO

SPACE BELOW FOR CLERK'S USE

BOARD ACTION:

☐ APPROVED ☐ APPROVED AS AMENDED

☐ ADOPTED ☐ ADOPTED AS AMENDED

☐ DENIED ☐ OTHER

☐ NO ACTION TAKEN

SET PUBLIC HEARING FOR:

_____

DIRECTION TO: _____

REFERRED TO: _____

CONTINUED TO: _____

AUTHORIZATION GIVEN TO:_____

BOARD VOTE: ☐ BY CONSENSUS

AYES:

ABSTAIN:

NOES:

ABSENT:

RESOLUTION 2023-_____

AGREEMENT 2023-_____

ORDINANCE _____

COMMENTS:

_____ _____

CLERK OF THE BOARD DATE

Memorandum

To: Sierra County Board of Supervisors
From: Rhonda Grandi, Interim Director
Reference: Agenda Item
Date of memo: June 21, 2023
Date of Board Meeting: July 5, 2023

Requested Action: Resolution approving the California Department of Public Health CalFresh Healthy Living Program and authorizing the Interim Director of Public Health to sign the Agreement.

Mandated by: HSC Section 1310585(a)(b)

Funding

Budgeted? Yes No

Revenue	$584,604.00	**CalFresh Healthy Living funding**
Expenses	$584,604.00	**CalFresh Healthy Living funding**
Difference		

Background Information:

On March 21, 2023 at the regularly held Board meeting, there was discussion and direction was given from the Sierra County Board of Supervisors to submit the application for this funding.

The California Department of Public Health (Department) administers a portion of the United States Department of Agriculture (USDA) funded Supplemental Nutrition Assistance Program – Education (SNAP-ED), known in California as the CalFresh Healthy Living program (CFHL). The purpose of the Grant is to provide allowable nutrition education and obesity prevention activities and interventions for low-income Californians under the CFHL program. The negative health effects of obesity and resulting chronic diseases, such as heart disease, high blood pressure, diabetes, arthritis, and some forms of cancer, are well documented. Obesity rates continue to grow and remain high among children, adolescents, and adults. The focus of the project is upstream public health approaches and individual and organizational health promotion to help the CFHL target audience establish healthy eating habits, a physically active lifestyle, and for primary prevention of disease. The CalFresh Healthy Living Program in California offers a comprehensive public health approach that enables partners to work together to prevent obesity and serve California's individuals and families with low incomes. The target audience for CFHL is CFHL-eligible Californians. CFHL-eligible individuals refers to the SNAP-Ed eligible audience, specifically SNAP participants and other low-income individuals who qualify for SNAP (CalFresh Food) benefits or other means-tested Federal assistance programs. The term "means tested Federal Assistance programs" is defined as Federal programs that require the populations they serve have a gross individual or family income at or below 185 percent of the Federal Poverty Level. There may be additional eligibility requirements to receive these programs, which provide cash and noncash assistance to eligible individuals and families.

The term of the grant shall begin on October 1, 2023 and terminates on September 30, 2026.

Potential Issues to consider: N/A

Alternatives or Impacts of disapproval: None

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

RESOLUTION NO. _____

IN THE MATTER OF APPROVING THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH CALFRESH HEALTHY LIVING PROGRAM GRANT AGREEMENT NUMBER 23-10349 AND AUTHORIZING THE INTERIM PUBLIC HEALTH DIRECTOR TO SIGN THE AGREEMENT AND ALL INVOICES TO SECURE FUNDS

WHEREAS, on March 21, 2023 at the regularly held Board meeting, there was discussion and direction was given from the Sierra County Board of Supervisors to submit the application for this funding.

WHEREAS, the purpose of the Grant is to provide allowable nutrition education and obesity prevention activities and interventions for low-income Californians under the CalFresh Healthy Living (CFHL) program.

WHEREAS, the focus of the project is upstream public health approaches and individual and organizational health promotion to help the CFHL target audience establish healthy eating habits, a physically active lifestyle, and for primary prevention of disease.

NOW THEREFORE BE IT RESOLVED, the Sierra County Board of Supervisors hereby approves the California Department of Public Health CalFresh Health Living Program and authorizes the Interim Director of Public Health, to sign the agreement and all invoices to secure funds.

ADOPTED by the Board of Supervisors of the County of Sierra, State of California on the 5th day of July, 2023, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
SHARON DRYDEN
Chair, Board of Supervisors

_____
Date

ATTEST:

_____
HEATHER FOSTER
Clerk of the Board

APPROVED AS TO FORM:

_____
DAVID PRENTICE
County Counsel

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

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"

TO

County of Sierra, hereinafter "Grantee"

Implementing the "CalFresh Healthy Living Program," hereinafter "Project"

GRANT AGREEMENT NUMBER 23–10349

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

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

PURPOSE: The Department administers a portion of the United States Department of Agriculture (USDA)-funded Supplemental Nutrition Assistance Program – Education (SNAP-Ed), known in California as the CalFresh Healthy Living program (CFHL). The purpose of the Grant is to provide allowable nutrition education and obesity prevention activities and interventions for low-income Californians under the CFHL program. The negative health effects of obesity and resulting chronic diseases, such as heart disease, high blood pressure, diabetes, arthritis, and some forms of cancer, are well-documented. Obesity rates continue to grow and remain high among children, adolescents, and adults. The focus of the project is upstream public health approaches and individual and organizational health promotion to help the CFHL target audience establish healthy eating habits, a physically active lifestyle, and for primary prevention of disease. The CalFresh Healthy Living program in California offers a comprehensive public health approach that enables partners to work together to prevent obesity and serve California's individuals and families with low incomes. The target audience for CFHL is CFHL-eligible Californians. CFHL-eligible individuals refers to the SNAP-Ed eligible audience, specifically SNAP participants and other low-income individuals who qualify for SNAP (CalFresh Food) benefits or other means-tested Federal assistance programs. The term "means-tested Federal Assistance programs" is defined as Federal programs that require the populations they serve have a gross individual or family income at or below 185 percent of the Federal Poverty Level. There may be additional eligibility requirements to receive these programs, which provide cash and noncash assistance to eligible individuals and families.

GRANT AMOUNT: The maximum amount payable under this Grant Agreement shall not exceed the amount of [$ 584,604.00]. The total budget authority for this grant includes an additional 20 percent above the FFY 2024-2026 funding allocation projections. This additional amount provides flexibility for budget allocations and minimizes the administrative burden in the event additional funds become available and are awarded to the Grantee. The maximum amount of this grant does not guarantee that the Grantee will receive this full amount. Funds awarded above the base funding allocation projection amount are contingent upon available funds.

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on October 1, 2023 and terminates on September 30, 2026. No funds may be requested or invoiced for services performed or costs incurred after September 30, 2026.

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

California Department of Public Health	Grantee: **County of Sierra**
Name: Shelly Cater	Name: Sally Easley, Sr. Public Health Nurse
Address: 1616 Capitol Avenue	Address: 202 Front St.
Sacramento, CA 95814	Loyalton, CA 96118
Phone: 916-449-5456	Phone: 530-993-6730
E-mail: Shelly.Cater@cdph.ca.gov	E-mail: seasley@sierracounty.ca.gov

Direct all inquiries to the following representatives:

California Department of Public Health, Project Officer]	**Grantee: County of Sierra**
Attention: Rosanna Oliva	Attention: Sally Easley, Sr. Public Health Nurse
Address: 1616 Capitol Avenue	Address: 202 Front St.
Sacramento, CA 95814	Loyalton, CA 96118
Phone: 916-552-9928	Phone: 530-993-6730
E-mail: Rosanna.oliva@cdph.ca.gov	E-mail: seasley@sierracounty.ca.gov

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
Grantee: County of Sierra
Attention: Shawna Graves
Address: PO Box 7 Loyalton, CA 96118
Phone: 530-993-6734
E-mail: sgraves@sierracounty.ca.gov

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party. Said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement, which can be requested through the CDPH Project Representatives for processing.

STANDARD GRANT PROVISIONS. The Grantee must adhere to all Exhibits listed and any subsequent revisions. The following Exhibits are attached hereto or attached by reference and made a part of this Grant Agreement:

Exhibit A GRANT APPLICATION FORMS (Response from applicant)

Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS

Exhibit C STANDARD GRANT CONDITIONS

Exhibit D FEDERAL FISCAL YEAR 2024-2026 FUNDING APPLICATION PACKAGE – Including all the requirements and attachments contained therein

Exhibit E ADDITIONAL PROVISIONS

Exhibit F FEDERAL TERMS AND CONDITIONS

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

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

Executed By:

Date: _____ _____

Rhonda Grandi, Interim Public Health Director
Sierra County Health and Human Services
202 Front Street
Loyalton, CA 96118

Date: _____ _____

Maksim Lyulkin, Chief
Fiscal Services Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800- 1804
Sacramento, CA 95899-7377

California Department of Public Health

CalFresh Healthy Living (CFHL) Funding Application

Federal Fiscal Years 2024 – 2026 (October 1, 2023 – September 30, 2026)

Submit this form by 4:00 pm December 30, 2022 to:

Email: neopbfiscalrequest@cdph.ca.gov
Attn: Ashley Nubla
CDPH CalFresh Healthy Living

Please include your county/agency name and "Letter of Intent" in the subject line of your email.

Please complete the fields below for your Agency:

Project Representative: Rhonda Grandi

Title: Interim Public Health Director

Agency: Sierra County Health and Human Services

Address: 202 Front Street, P. O. Box 7, Loyalton, CA 96118

Telephone: (530) 993-6709

Email: rgrandi@sierracounty.ca.gov

Please check the appropriate box that applies to your Agency:

	Question	Check Box
1.	Our Agency intends to participate in the CFHL program for FFY24-26	☑
2.	Our Agency intends to participate in the CFHL program for FFY24-26 and designate the following agency to participate on our behalf:	☐
3.	Our Agency does not intend to participate in the CFHL program for FFY24-26	☐
4.	Other, please explain:	☐

Please check the appropriate box(es) that applies to your funding allocation. Check/complete only one box for each row.

	FFY	FFY 2023 Allocation	FFY 2024 Allocation	Other amount between FFY 23 and 24 allocations (specify amount below)
1.	For FFY 2024, our Agency accepts and intends to use the following award selection	☐	☑	
2.	For FFY 2025, our Agency accepts and intends to use the following award selection	☐	☑	
3.	For FFY 2026, our Agency accepts and intends to use the following award selection	☐	☑	

NOTE: Funding allocations are projections and are contingent upon the funding amount CDPH receives each year. Local health departments or their designee are expected to spend 90 percent of their funding allocation each year.

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

	Question	Answer
1.	Does your Agency require a board resolution for a new contract?	Yes
2.	When are your scheduled board meeting dates between February and September 2023?	1st and 3rd Tuesday each month
3.	Does your Agency require the contract be in hand to get on the Agenda?	Yes
4.	When do you need the contract? (i.e., two weeks before, one month before, etc.)	min. two weeks before

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

Rhonda Grandi Digitally signed by Rhonda Grandi Date: 2023.03.21 14:54:55 -07'00' 3/21/2023

Signature of Project Director or Designee **Date**

Printed Name: Rhonda Grandi

FFY 2024-2026 CDPH CFHL LHD Programmatic Projections Form

Complete and submit the Programmatic Projections Form to CDPH CFHL by email to both your Project Officer and neopbfiscalrequest@cdph.ca.gov by January 31, 2023. Please include your county name and "Programmatic Projections Form" in the subject line of your email.

County Name:	Sierra
Funded amount: (Based on FFY 2024 CDPH CFHL LHD Funding Projections)	$162,390
Grant #: (To be completed by CDPH CFHL)	

Complete the following tables based on the CDPH CFHL LHD Funding Tiers found in the CDPH CFHL Federal Fiscal Year 2024-2026 Funding Application Package (Table 1),and based on the CFHL Integrated Work Plan (IWP) Blueprint Packet Settings and Strategies table.

Funding Tier	Total number of Settings selected	Total number of PSE Strategies selected	Total number of PSE Levels selected
1	1	1	2

Required **Priority PSE Setting(s)**:	Early Care and Education, Schools, and Other Community Settings
PSE Strategy name(s):	Access to Physical Activity Opportunities
PSE Level(s):	Food and Beverage Intake and Physical Activity

Name of 2nd Setting (if applicable):	
PSE Strategy name(s):	
PSE Level(s):	

FFY 2024-2026 CDPH CFHL LHD Programmatic Projections Form

Name of 3rd Setting (if applicable):	
PSE Strategy name(s):	
PSE Level(s):	

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

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

List additional Program Activity Settings where direct education will be the only activity taking place (if applicable:	

California Department of Public Health
CalFresh Healthy Living
Grantee Information Form

Organization	This is the information that will appear on your grant agreement cover.
	Federal Tax ID # 94-6000536 Contract/Grant #
	Name Sierra County Health and Human Services
	Mailing Address PO Box 7, Loyalton,, CA 96118
	Street Address (If Different) 202 Front Street
	County Sierra
	Phone (530) 993-6700 Fax (530) 993-6790
	Website www.sierracounty.ca.gov
Grant Signatory	The ***Grant Signatory*** has authority to sign the grant agreement cover.
	Name Rhonda Grandi
	Title Interim Public Health Director
	If address is the same as above, check this box ☒
	Mailing Address
	Street Address (If Different)
	Phone (530) 993-6709 Fax (530) 993-6790
	Email rgrandi@sierracounty.ca.gov
Project Director	The ***Project Director*** is responsible for the day-to-day activities of project implementation and seeing that all grant requirements are met. This person will be in contact with State CFHL staff, will receive all programmatic and budgetary information for the project, and will be responsible for the proper dissemination of program information.
	Name Sally Easley
	Title Sr. Public Health Nurse
	If address is the same as above, check this box ☒
	Mailing Address
	Street Address (If Different)
	Phone (530) 993-6730 Fax (530) 993-6790
	Email seasley@sierracounty.ca.gov

California Department of Public Health
CalFresh Healthy Living
Grantee Information Form

Fiscal Contact	The ***Fiscal Contact*** prepares invoices, maintains fiscal documentation, serves as the primary contact for all related questions, and has signature authority for invoices and all fiscal documentation. All payments are sent to the attention of this person at the designated address.
	Name: Shawna Graves Title: Chief Account Technician ***If address is the same as above, check this box*** ☒ Mailing Address: Street Address (If Different): Phone: (530) 993-6734 Fax: (530) 993-6790 Email: sgraves@sierracounty.ca.gov
Other Contact	Contact description: Backup to Fiscal Contact; Fiscal supervisor
	Name: Janie Dikes Title: Interdepartmental Financial Officer ***If address is the same as above, check this box*** ☒ Mailing Address: Street Address (If Different): Phone: (530) 993-6743 Fax: (530) 993-6790 Email: jdikes@sierracounty.ca.gov

California Department of Public Health
CalFresh Healthy Living
Non-Disparagement Certification and Agreement not to distribute Manufacturer's or Store (cents off) Coupons

We certify that Sierra County Health and Human Services will not use nutrition education materials, resources and/or curriculum in our Supplemental Nutrition Assistance Program Education (SNAP-Ed) interventions that have messages that convey negative written, visual or verbal expressions about any specific brand of food, beverage, or commodity or that are not consistent with the latest version of the *Dietary Guidelines for Americans*. Such messaging about specific brands is not an acceptable part of the FFY 2023 SNAP-Ed Plan Guidance, pg. 10. We also agree not to distribute manufacturer's or store (cents off) coupons during SNAP-Ed classes or events as per the FFY 2023 SNAP-Ed Plan Guidance, pg. 106.

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

Certified By:

Sally Easley, Sr. Public Health Nurse

CFHL Project Director Name & Title

SEasley

CFHL Project Director Signature

3/30/23

Date

Rhonda Grandi, Interim PH Director

Supervisor Name & Title

Sierra County Public Health

Agency Name

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. Upon completion of project activities as provided in Exhibit A Grant Application / Attachment 1 Grantee Written Modification, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the total amount of this agreement.

B. Invoices shall include the Grant Number and shall be submitted not more frequently than monthly in arrears to:

Shelly Cater, Contract Manager
California Department of Public Health
Nutrition Education and Obesity Prevention Branch
neopbfiscalrequest@cdph.ca.gov

C. Invoices shall:

1) Be submitted no more than thirty (30) calendar days following the last day of the reporting period, with a fifteen (15)-day grace period (45 days total).
2) Be prepared on Grantee letterhead. If invoices are not on produced letterhead, invoices must be signed by an authorized official, employee, or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
3) Bear the Grantee's name as shown on the Grant.
4) Identify the billing and/or performance period covered by the invoice.
5) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

D. Amount awarded under this Grant amount is identified in the CDPH 1229 Grant Agreement.

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.

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

Exhibit B
Budget Detail and Payment Provisions

3. Prompt Payment Clause

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

4. Amounts Payable

A. The amounts payable under this Grant shall not exceed $584,604.00.

B. Payment Allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and / or goods are received.

5. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than forty-five (45) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.

B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

6. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

EXHIBIT C

STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained

2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.

3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.

4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.

5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.

6. **INDEMNIFICATION**: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.

7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

9. **INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.

10. **INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.

11. **MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.

12. **NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.

13. **NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.

14. **PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.

15. **RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

    A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
    B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
    C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
    D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
    E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.

16. **RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

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

18. VENUE: (This provision does not apply to Local Governmental Entities)

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

19. STATE-FUNDED RESEARCH GRANTS:

A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).

B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):

1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.

2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.

3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

4) For publications other than those described inparagraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

California Department of Public Health
CalFresh Healthy Living
Federal Fiscal Year 2024-2026 Funding Allocation Projections

Health Jurisdiction	Proportional Share of SNAP-Ed Eligible Population	Proposed FFY 2024 Allocation	Current (FFY 23) Allocation
Alameda County	2.60%	$1,372,554	$1,343,654
Alpine County	0.00%	$162,390	$150,000
Amador County	0.07%	$162,390	$150,000
Berkeley City, CA	0.28%	$162,390	$161,207
Butte County	0.75%	$392,781	$347,529
Calaveras County	0.12%	$162,390	$150,000
Colusa County	0.07%	$162,390	$150,000
Contra Costa County	1.92%	$1,011,499	$940,191
Del Norte County	0.09%	$162,390	$150,000
El Dorado County	0.32%	$170,157	$159,375
Fresno County	3.77%	$1,985,980	$1,786,482
Glenn County	0.09%	$162,390	$150,000
Humboldt County	0.48%	$250,906	$215,058
Imperial County	0.72%	$377,760	$309,894
Inyo County	0.04%	$162,390	$150,000
Kern County	3.46%	$1,824,793	$1,491,998
Kings County	0.49%	$257,505	$237,633
Lake County	0.22%	$162,390	$150,000
Lassen County	0.06%	$162,390	$150,000
Long Beach, CA	1.41%	$859,392	$859,392
Los Angeles County	27.23%	$14,354,545	$13,274,899
Madera County	0.55%	$290,376	$265,759
Marin County	0.37%	$197,604	$168,639
Mariposa County	0.05%	$162,390	$150,000
Mendocino County	0.29%	$162,390	$150,000
Merced County	1.03%	$544,147	$506,249
Modoc County	0.03%	$162,390	$150,000
Mono County	0.03%	$162,390	$150,000
Monterey County	1.20%	$632,467	$619,343
Napa County	0.24%	$162,390	$150,000
Nevada County	0.22%	$162,390	$150,000
Orange County	6.66%	$3,512,769	$3,275,088
Pasadena, CA	0.35%	$249,595	$249,595
Placer County	0.55%	$291,613	$276,519
Plumas County	0.05%	$162,390	$150,000
Riverside County	6.67%	$3,516,677	$3,163,407
Sacramento County	4.19%	$2,207,438	$1,984,699
San Benito County	0.13%	$162,390	$150,000
San Bernardino County	6.56%	$3,458,078	$3,123,272
San Diego County	7.44%	$3,920,698	$3,704,059
San Francisco County	1.59%	$836,772	$803,720
San Joaquin County	2.15%	$1,133,937	$1,039,164
San Luis Obispo County	0.58%	$304,777	$288,215
San Mateo County	1.02%	$536,346	$533,403
Santa Barbara County	1.18%	$623,150	$562,655
Santa Clara County	2.75%	$1,464,508	$1,464,508
Santa Cruz County	0.60%	$316,785	$305,640
Shasta County	0.53%	$279,218	$254,495
Sierra County	0.00%	$162,390	$0
Siskiyou County	0.15%	$162,390	$150,000
Solano County	0.83%	$437,254	$399,000
Sonoma County	0.91%	$509,427	$509,427
Stanislaus County	1.70%	$895,208	$814,595
Sutter County	0.29%	$162,390	$150,000
Tehama County	0.23%	$162,390	$150,000
Trinity County	0.05%	$162,390	$150,000
Tulare County	1.93%	$1,018,959	$918,742
Tuolumne County	0.11%	$162,390	$150,000
Ventura County	1.73%	$912,824	$819,273
Yolo County	0.62%	$328,524	$283,399
Yuba County	0.24%	$162,390	$150,000

Exhibit D

FEDERAL FISCAL YEAR 2024-2026 FUNDING APPLICATION PACKAGE

Supplemental Nutrition Assistance Program – Education
Known in California as CalFresh Healthy Living Program
California Department of Public Health
Nutrition Education and Obesity Prevention Branch

Released November 30, 2022

Nutrition Education and Obesity Prevention Branch
California Department of Public Health
1616 Capitol Avenue, Suite 74.516
PO Box 997377, MS 7204
Sacramento, CA 95899-7377

This material was produced by the California Department of Public Health's Nutrition Education and Obesity Prevention Branch. This material was funded by the United States Department of Agriculture (USDA) Supplemental Nutrition Assistance Program--SNAP. This institution is an equal opportunity provider.

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TIMELINE

DATE	ACTIVITY
November 30, 2022	Funding Application Package released via email
December 1, 2022	Informational Webinar (Special All LHD Call) at 2:00pm (PST)
December 30, 2022	Mandatory, non-binding Letter of Intent due by email to NEOPBfiscalrequest@cdph.ca.gov by 4:00pm (PST).
January 31, 2023	Programmatic Projections Form due by email to Project Officer and NEOPBfiscalrequest@cdph.ca.gov
April 21, 2023	Application FFY 2024-2026 Integrated Work Plan due to CDSS, CFHL SharePoint Site
May 12, 2023	FFY 2024 Automated Budget due to CDSS, CFHL SharePoint Site
September 30, 2023	Notification of Award Letter sent to applicants
October 1, 2023	Grant Agreements begin

Please note:

Application funding and due dates are subject to change at any time because of changes in Federal or State program funding allocations or amendments. Changes will be communicated via email to applicants. When posted, applicants must check the California Department of Public Health – Nutrition Education and Obesity Prevention website frequently for any Funding Application addenda, which includes additional application information.

INTRODUCTION

Overall Purpose of Funding Application

The California Department of Public Health (CDPH) Nutrition Education and Obesity Prevention Branch (NEOPB) administers a portion of the United States Department of Agriculture (USDA)-funded Supplemental Nutrition Assistance Program – Education (SNAP-Ed), known in California as the CalFresh Healthy Living program (CFHL). CDPH NEOPB identifies as CDPH CFHL for purposes of this application package. CDPH CFHL is soliciting applications from all California Local Health Departments (LHDs) to provide allowable nutrition education and obesity prevention activities and interventions for low-income Californians. The negative health effects of obesity and resulting chronic diseases, such as heart disease, high blood pressure, diabetes, arthritis, and some forms of cancer are well documented. Obesity rates continue to grow and remain high among children, adolescents, and adults. The focus of CDPH CFHL is upstream public health approaches and individual and organizational health promotion to help the CFHL target audience establish healthy eating habits, a physically active lifestyle, and for primary prevention of disease. CDPH CFHL offers a comprehensive public health approach that enables partners to work together to prevent obesity and serve California's individuals and families with low incomes. The target audience for CFHL is CFHL-eligible Californians. CFHL-eligible individuals refer to the SNAP-Ed eligible audience, specifically SNAP participants and other low-income individuals who qualify for SNAP (CalFresh Food) benefits or other means-tested Federal assistance programs. The term "means-tested Federal assistance programs" for the purposes of this Guidance is defined as Federal programs that require the populations they serve have a gross individual or family income at or below 185 percent of the Federal Poverty Level. There may be additional eligibility requirements to receive these programs, which provide cash and noncash assistance to eligible individuals and families.

The California Department of Social Services (CDSS) as the oversight agency administers CFHL. CDSS oversees four State Implementing Agencies that consist of the California Department of Public Health (CDPH CFHL), University of California, CalFresh Healthy Living, California Department of Aging, and Catholic Charities of California, Inc. These state-level agencies, including CDSS, collectively represent California's five CFHL State Implementing Agencies (SIAs). SIAs oversee the implementation of CFHL programs and services by providing directives, support, and guidance to their respective Local Implementing Agencies (LIAs). As a result of California's state and local structure for CFHL, services are provided in all but one county in the state (57 of 58 counties).

This application begins the process by which CDPH CFHL will prepare a three-year State Plan for CFHL in collaboration with CDSS and collaborating SIAs. The CDPH CFHL authority for these grant agreements is vested in the Federal-Healthy Hunger-Free Kids Act of 2010 which established the Nutrition Education and Obesity Prevention Grant Program for eligible low-income individuals. The services in these grant agreements are classified as direct services based on the funding authority. The

services have been identified as 100 percent local assistance funding in our agency's budget and meet the conditions of State Contracting Manual 3.17. The Grantee will provide healthy eating and active living activities for SNAP-Ed eligible individuals and families. The SNAP-Ed programmatic focus is outlined in the current USDA SNAP-Ed Guidance. The California SNAP-Ed program administered through CDSS is 100 percent federally funded through the USDA.

GENERAL INFORMATION

Funding Application Purpose and Objective

CDPH CFHL is issuing a funding application request to LHDs or their designated non-profit (classified as 501(c) (3) tax exempt under the Internal Revenue Code) for a three-year grant period from October 1, 2023, to September 30, 2026. CDPH CFHL employs a Local Health Department funding model for CFHL service delivery for the promotion and protection of health among California's diverse communities. LHDs are sought for their leadership in the practice of public health and policy development. The United States Department of Agriculture, Western Regional Office (USDA/WRO), endorses the LHD model of CDPH CFHL. Funding for each county is based on the county's portion of California's total SNAP-Ed eligible population. Approximately $55 million is the estimated annual funding amount available to LHDs (pending annual funding allocations from USDA and CDSS, and final approval from the USDA/WRO).

The overall objective is to award funding for work with CFHL eligible participants to provide evidenced based interventions and activities related to improving healthy eating and active living behavior and environments. CDPH CFHL program funds account for state and local health equity goals while meeting the program requirements. LHDs are expected to serve populations with low-income (i.e., sites and settings serving ≥ 50% of persons with household incomes of ≤ 185% of the Federal Poverty Level), and those who are disproportionately impacted by obesity and chronic diseases related to diet and physical activity. LHDs in counties with ethnic minorities that meet CFHL qualifications should deliver interventions for those populations in a culturally appropriate manner. In addition, USDA SNAP-Ed has strongly encouraged focusing on women and children in households with low-incomes to increase the greatest potential impact. Additional audience segments may be the focus of interventions and activities based on a local needs assessment.

The guiding goals for this funding are to:

- Mobilize communities and institutions to transform policies and systems towards a culture of equity, antiracism, healing and health for all people and our planet;
- Work collaboratively with community members and other partners to increase impact, strengthen relationships between and across sectors, and ensure sustainable outcomes;
- Optimize and enhance the food system to support a healthy diet;
- Adopt, implement, maintain, and support programs and policies that increase access to and demand for healthy food;
- Adopt, implement, maintain, and support programs and policies that decrease access to and demand for unhealthy food;
- Adopt, implement, maintain, and support programs and policies that promote drinking water and restrict access to and consumption of sugar sweetened beverages; and
- Adopt, implement, maintain, and support programs, policies, and enhancements to the natural and built environment to increase physical activity opportunities.

In addition to individual and/or group nutrition education, requirements of the funding include policy, systems and environmental (PSE) change work. Cohesive, multi-level public health interventions in multiple complementary settings are an essential part of a comprehensive scope of work. All messaging must be consistent with the most current Dietary Guidelines for Americans (DGA) and MyPlate, and may not use SNAP-Ed funds to convey negative written, visual, or verbal expressions about any specific brand of food, beverage, or commodity.

Funding Amount and Timeframe

Approximately $55 million is available each year to fund all LHDs or their designee. Projected funding amounts can be viewed in the attachment titled FFY 2024-2026 CFHL LHD Funding Allocation Projections. Final funding allocation per LHD or their designee will be provided after all Letters of Intent are submitted. Funding for the grants is contingent on the continued availability of annual funds through the California CFHL Plan, may change per fiscal year, and is subject to USDA SNAP-Ed Plan Guidance requirements.

Successful applicants awarded a grant agreement from this Funding Application will be eligible for a three-year grant agreement, beginning on October 1, 2023, and ending September 30, 2026.

Applicants shall submit a three-year Integrated Work Plan (IWP) for Federal Fiscal Year (FFY) 2024 (October 1, 2023-September 30, 2024), FFY 2025 (October 1, 2024-September 30, 2025), and FFY 2026 (October 1, 2025-September 30, 2026) as a part of the CFHL IWP submittal process led by CDSS. Applicants shall submit one budget worksheet per fiscal year. As a part of this application submission, applicants must submit a budget worksheet for FFY 2024. Detailed budgets for FFY 2025 and 2026 will be collected through the annual State Plan process. The three-year grant agreement will be for the total cumulative amount projected for LHD funding for FFY 2024-2026 (the FFY 2024-2026 CFHL LHD Funding Allocation Projections), plus a defined proportional cushion, which increases the budget authority in the event funds are added.

Who May Apply

Applicants must be a California LHD or an LHD designated agency. The designated agency must meet all the following criteria:

- Operate within the county they are authorized to serve;
- Provide proof of non-profit status as part of the response to the Funding Application Request (for example, a copy of your signed 501(c) (3) IRS form);
- Have expertise to implement nutrition education and obesity prevention strategies through policy, systems, and environmental strategies as applicable;
- Demonstrate experience or capacity to provide CFHL services to identified eligible individuals and families;

- Collaborate and coordinate with community members and partners representing the diverse assets and needs of the community, including addressing and promoting efforts such as: racial equity, food waste prevention and recovery, economic development, reduction of health disparities and inequities, education, appropriate policies, and local food systems among others; and
- Possess the capacity to adhere to the contractual, fiscal, and program reporting requirements of CDPH CFHL and USDA.

Informational Webinar

An informational webinar is scheduled for Thursday, December 1, 2022, at 2:00 pm (PST) as a part of a special CDPH CFHL All LHD Call. The purpose of the webinar is to review the information in this Funding Application Package and answer any questions applicants have regarding the application process. If CDPH CFHL updates the Funding Application Package, any such changes or updates will be indicated with highlights (additions) and strikethrough (deletions). The Funding Application Package will serve as the final answer to questions should there be a discrepancy in responses between the Funding Application Package and the webinar.

Submission of Application

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

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

All applicants agree that by submitting an application, they authorize CDPH CFHL to verify any or all claimed information.

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

Submission of an application signifies that:

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

Mandatory, Non-Binding Letter of Intent

CDPH CFHL must receive the mandatory, non-binding Letter of Intent from all applicants by 4:00 pm (PST) on December 30, 2022. See Application Sections Description below for more information.

Information, Addenda and/or Changes

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

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

Grant Agreement Award Process

Awarded Grant Agreements will be executed by September 30, 2023, for work to begin on October 1, 2023. CDPH CFHL reserves the right to fund any or none of the applications submitted.

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

APPLICATION INSTRUCTIONS

This Funding Application Package includes all elements of the application that are due to CDPH CFHL. Some elements of this application package are submitted directly through the CDSS CFHL SharePoint site submission systems. LHDs are expected to follow all State Plan submission timelines and directions as released. The CFHL State Plan timeline resides on the CDSS CFHL SharePoint site.

Application Content

Any application that does not comply with FAP requirements will be considered non-responsive and will not be reviewed. A checklist, found in the Forms and Attachments section at the end of this document, is provided to assist with submitting a complete application.

LHDs should reference all attachments to clearly understand and address all elements of the application. LHDs should reference the attachment titled FFY 2024-2026 CFHL LHD Deliverables when submitting application materials to ensure all deliverables are achievable.

Application Section Descriptions

Mandatory, Non-Binding Letter of Intent

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

The mandatory, non-binding Letter of Intent must be received by 4:00pm (PST) on December 30, 2022. Submit the Letter of Intent via email to the attention of Ashley Nubla at the email address listed below:

Subject Line: Letter of Intent: County/Agency Name, CDPH CFHL FFY 2024-2026 FAP; Attention: Ashley Nubla
Email: NEOPBfiscalrequest@cdph.ca.gov

Programmatic Projections Form

To support local and state level planning and programming, all LHDs are required to complete the Programmatic Projections Form to accompany application by January 31, 2023. The form will provide a high-level snapshot of individual LHD work inclusive of work planned for the projected numbers of Domains, Settings, Policy, Systems, and Environmental Change (PSE) Strategies and PSE levels. Use the Programmatic Projections Form located in Forms and Attachments section below. Submit the Programmatic Projections Form by email to both your Project Officer and

NEOPBfiscalrequest@cdph.ca.gov. Include your county name and “Programmatic Projections Form” in the subject line of your email.

Non-Disparagement Certificate

All Applicants must complete the Non-Disparagement Form acknowledging the USDA SNAP-Ed requirements around coupon use and non-disparagement practices. This form can be found in the Forms and Attachments section of this application package.

Programmatic Priorities

LHDs will use the FFY 2024-2026 CDPH CFHL Programmatic Priorities to guide the development of LHD specific activities. The minimum work expected per LHD is dependent upon the projected base funding amounts for FFY 2024, and the enactment of the Healthy Hunger-Free Kids Act of 2010. In addition, the depth, complexity, number of activities and interventions that LHDs propose from the Programmatic Priorities, as well as the number of Domains, Settings, and PSE Levels in which the LHD works, should be appropriate for and align with each LHD’s funding level. The following table details the work LHDs must complete based on their Funding Tier.

Table 1: LHD Funding Tier Requirements

Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
LHDs projected to receive a budget allocation of $162,390 annually	LHDs projected to receive a budget allocation of $162,391 - $439,999 annually	LHDs projected to receive a budget allocation of $440,000 - $924,999 annually	LHDs projected to receive a budget allocation of $925,000 - $4,399,999 annually	LHDs projected to receive a budget allocation above $4,400,000 annually
Minimum: 2 PSE Levels and 1 PSE Strategy	Minimum: 2 PSE Levels and 2 PSE Strategies	Minimum: 3 PSE Levels and 2 PSE Strategies	Minimum: 3 PSE Levels and 2 PSE Strategies	Minimum: 3 PSE Levels and 3 PSE Strategies
Minimum: 1 Setting (Must be from at least one priority PSE Settings)	Minimum: 2 Settings (Must be from at least one priority PSE Settings)	Minimum: 2 Settings (Must be from at least one priority PSE Settings)	Minimum: 3 Settings (Must be from at least one priority PSE Settings)	Minimum: 3 Settings (Must be from at least one priority PSE Settings)

LHDs have the option to exceed the minimum expectations stated within the assigned tier requirements for number of Settings, PSE Levels and PSE Strategy expectations.

LHDs must meet the LHD Programmatic Priority Deliverables in addition to the funding tier requirements.

Refer to the Forms and Attachments section of this application package for additional information regarding FFY 2024-2026 CDPH CFHL Local Health Department Programmatic Priorities (identifies priority PSE Settings, PSE Levels, and other programmatic priorities referenced above), FFY 2024-2026 LHD Deliverables, and FFY 2024-2026 CDPH CFHL LHD Funding Allocation Projections.

Reporting Income Targeting Data

All CFHL-funded programs must provide income-targeting data for the populations that are served with USDA SNAP-Ed funding. The income targeting data source will verify that the target audience meets the USDA SNAP-Ed funding guidelines, which are at or below 185 percent of the Federal Poverty Level (FPL). This includes education and PSE change activities at the site, institutional and community/jurisdiction levels. The CDPH-NEOPB Geographic Information System (GIS) mapping tool is available to assist in identifying qualifying census tract data. Targeting information will be submitted as a part of the CFHL State Plan submittal process led by CDSS.

Site List

CDPH CFHL funded programs must provide income-targeting data for the populations they serve with USDA SNAP-Ed funding. Income targeting data verifies that proposed CFHL services will be provided in approved communities, settings and sites, and that the primary audience members have annual household incomes at or below 185 percent of the Federal Poverty Level (FPL).

As a part of the FFY 2024–2026 Funding Application Package, applicants are required to submit a completed CFHL FFY 2024-2026 Site List (Site List) according to the CFHL Site List submittal process led by CDSS. The Site List will include all the sites where applicants plan to conduct CFHL activities as part of their grant agreements. The Site List should be comprehensive and include only the sites in which applicants plan to conduct CFHL activities over the three-year term of the grant agreement as noted in their FFY 2024-2026 IWP.

The Site List may be revised in each subsequent fiscal year according to the most current Site List Revision Guide for LIAs found on the Resources page of the CDSS CFHL SharePoint website. Site Lists that are revised are submitted for approval as part of the annual State Plan during each designated time period within the fiscal year.

Applicants must qualify all sites listed on their Site List where they provide CFHL services in accordance with the methodologies provided in the most current California

SNAP-Ed Targeting Methodologies Summary posted in the Site Change Process Resources section of the CDSS CFHL SharePoint site. Below are examples of datasets that can be used to qualify CFHL sites.

Census Tract/Census Block Group Data:

Census tracts or Census block groups and other defined locations are areas where at least 50 percent of persons have gross incomes that are less than 185 percent of the Federal Poverty Level (FPL). CFHL has provided the most current American Communities Survey (ACS) datasets in a modified, user-friendly format found on the CDSS CFHL SharePoint Site to identify sites qualified for CFHL services.

- Applicants are required to use the most current ACS data to qualify eligible census tracts below 185 percent of the FPL. Intervention sites may qualify by census tract or census blocks. If the intervention site does not qualify by census tract, census block data may be used.
- To complete the Site List as part of the FFY 2024-2026 Funding Application Package, the three most current ACS datasets must be used for qualifying and adding new sites to the Site List. New qualifying ACS datasets may become available each fiscal year and a list of the most current datasets can be found on the CDSS CFHL SharePoint site.
- When adding sites to the site list, applicants must use the most current datasets first for qualifying sites, then moving to the next listed datasets only if sites do not qualify under the more current data.
- If the CFHL activity is targeting a specific race/ethnicity, then a specific race/ethnicity may be used to qualify the site. The ACS 2015-2019 (race and ethnicity only) and the datasets noted above may be used in those instances. To use this data, the site must have at least 50 percent of the identified audience fall within the selected race/ethnicity category and this race/ethnicity category must be checked off in Section A, Target Audience, Ethnicity and Race in the agency's FFY 2024-2026 IWP.
- The CDPH-NEOPB Geographic Information System (GIS) mapping tool may be used to identify eligible census tracts for intervention sites as well.

Free and Reduced Price Meal (FRPM) Percentage Data:

Beginning in School Year (SY) 2022–23, California became the first state to implement a statewide Universal Meals Program for school children. While school meals are provided free of charge, the California Department of Education continues to collect family income data from individual school sites. Schools where at least 50 percent of children in the school receive free or reduced priced meals are considered eligible to receive CFHL services. All school sites qualified by FRPM, or Child and Adult Care Food Program (CACFP) data must be entered on the Site List. The most current FRPM data is available on the CDSS CFHL SharePoint site at CDE FRPM Data 2021-2022 Version 2.0.

- If a school site cannot be qualified using the FRPM data provided and more current FRPM data for the school site would qualify the school, the Food Service Director of the site may be contacted to obtain the most current FRPM data. If the

more recent Food Service data qualifies the school site, this information must be included on the Site List. The backup documentation from the Food Service Director (email, letter) verifying the more recent data must be kept on file by the LHD and be made available upon request.

Additional Site Qualification Methods

For additional site qualification methods, refer to the California SNAP-Ed Targeting Methodologies Summary posted on the Resource page of the CDSS, CFHL SharePoint site and the Means Tested site qualification information in the Overall Purpose of Funding Application section above.

Multiple LIAs working within a Site

Per USDA and CDSS guidance, more than one LIA (e.g., those funded by CDPH CFHL, CDA, CFHL UC, CCC, and CDSS) may deliver Direct Education (DE) interventions at the same site provided they are working with a different audience and with the understanding that only one LIA is reporting the reach for the DE audience they worked with. A qualified site can have multiple DE interventions with separate and distinct audiences, implemented by the same or different LIA(s), if each LIA serves a different audience and there is only one DE intervention for each audience.

A qualified site can have a mix of strategies and work plan activities conducted at the same site and potentially at the same time. However, the mix of strategies and activities can include only one DE activity per participant per site as noted above. It is possible to include one or more additional PSE strategies and activities across the site or participants. For example, a mix of PSE change activities could be implemented by more than one LIA across multiple IWP activity categories and target audiences at the same site to ensure a collaborative and comprehensive approach is received at the site. LIAs are expected to collaborate and coordinate during the development of their IWPs to ensure there are no duplicative activities at the same site. It is important that all CFHL activities be complementary, collaborative, and comprehensive in approach and should be conducted to strengthen the overall CFHL work within the jurisdiction.

Budget

An automated budget for FFY 2024 detailing the projected cost of the LHD component of the local CFHL IWP must be submitted by each LHD by May 12, 2023. The automated budget form will be made available for LHD completion by CDSS (FFY 2024 Budget will be posted on CDSS CFHL SharePoint site).

Detailed instructions for completing the automated budget form are available on the CDSS CFHL SharePoint site under Resources. Additional information and resources are available within the CDPH CFHL Administrative Guidelines Manual (AGM). Grantees must adhere to USDA, CDSS, and CDPH CFHL deadlines to meet required timely submission of the CFHL State Plan and supporting grant and deliverables. Failure to comply with the timeline will cause lengthy delays in the contracting process or loss of the opportunity to receive an agreement with CDPH CFHL. In addition,

Grantees will be required to adhere to the CDPH AGM and any Program Letters throughout the year.

Subgranting

Subgranting is an expectation, and CDPH CFHL expects that a portion of the LHD allocation is subgranted to reach the state's diverse population adequately and appropriately. Each health jurisdiction will determine the level of subgranting based on work plan requirements and eligible subgrantees. Subgrantees, including school-based organizations (SBOs), community-based organizations (CBOs), and local cities with a high proportion of Californians with low incomes, should be chosen based on their capacity and ability to complete the LHD components of the local Integrated Work Plan working with the most vulnerable eligible populations. Equity priorities should be considered when making subgranting decisions such as how subgrantees are recruited, which subgrantees are chosen, and what their scopes of work entail. Reflecting on and implementing subgranting practices that ensure subgrantees reflect the communities with which they intend to work is an important way to support equity priorities. LHDs are encouraged to find ways to fund CFHL-eligible community members as part of program planning, implementation, and support. Examples can include funding community engagement agreements or community representative roles (such as subject matter experts) through their subgrant agreements.

Staffing

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

- One full-time Project Director. The Project Director is expected to have a Master's in Public Health (MPH), or an equivalent degree, or three years' experience as a Public Health Project Director implementing multi-level public health programs.
- Nutrition expertise (Registered Dietitian, R.D.) is expected to be part of the staffing of this grant or the LHD should have access to a R.D., should the Project Director not have this expertise. Access to evaluation expertise ensures ongoing and as needed competence for evaluating program effectiveness.
- Adequate fiscal and administrative support.

Grantee Information

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

Letter of Agreement of Memorandum of Understanding (when applicable)

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

OTHER APPLICANT INFORMATION

Project Reporting – Program and Administrative

For each year of the three-year grant period, CDPH CFHL funded projects will be required to submit a Biannual Progress Report consisting of a Mid-Year Report due April 15 and Year-End Report at the end of each Federal Fiscal Year due October 15. These reports will be submitted via email to the CDPH CFHL Project Officer assigned to the Grantee.

Project Reporting – Evaluation

A detailed description of reporting requirements for evaluation are as follows:

PEARS

LHDs must use the online Program Evaluation and Reporting System (PEARS) to provide information necessary to complete federally required reporting. Additionally, PEARS is used to report program and evaluation activities and outcomes of interest to CFHL. PEARS is designed to link data with local, state, and national objectives, allowing CDPH CFHL and LHDs to more effectively measure and report program impact. LHDs will report their activities, including SIA-specific custom fields and supplemental surveys, in the following PEARS modules:

- **Program Activities:** LHDs must report all direct education activities in the Program Activities module. Direct education takes place when a participant is actively engaged in the learning process with an educator and/or interactive media within an evidence-based intervention. Program Activities entries require session dates and length, participant demographics, and information about program objectives.
- **Indirect Activities:** LHDs must report all distribution of information and resources, including any mass communications, community events, interviews, advertisements, materials distributions, and LHD-specific social marketing

activities that are not considered direct education in the Indirect Activities module.

- **PSE:** LHDs must use the PSE module to track efforts to make policy, system, and environment (PSE) changes at all stages from planning to maintenance. This module should be completed for all sites and organizations that are involved in SNAP-Ed supported PSE efforts. LHDs will also be required to track their specific efforts related to organization-level, community-level, and government jurisdiction-related PSE work, through supplemental questions or surveys available via PEARS.
- **Success Stories:** LHDs must submit at least one PSE-related success story annually by September 30 each year of the grant period. It is preferred that success stories are related to the stated FFY 2024-2026 LHD Programmatic Priorities. The story should relate to PSE efforts that happened during the Federal Fiscal Year in which it took place and follow the Success Story Instructions provided by CDPH CFHL.
- **Partnerships:** LHDs must use this module to report any site level (e.g., elementary school), organization (e.g., school district), or complementary site partnerships activity during a reporting year. Active partnerships may include two or more individuals or organizations who regularly meet, exchange information, identify and implement mutually reinforcing activities that will contribute to organizational changes or policies.
- **Coalitions:** LHDs must use this module to report any multi-sector coalition activities during a reporting year. This may include County Nutrition Action Partnerships (CNAPs) or other relevant collective impact initiatives.

Activities may be reported in PEARS on an ongoing basis throughout the year. PEARS reporting for each Federal Fiscal Year (October 1 – September 30) must be completed by the deadline shared annually by CDPH.

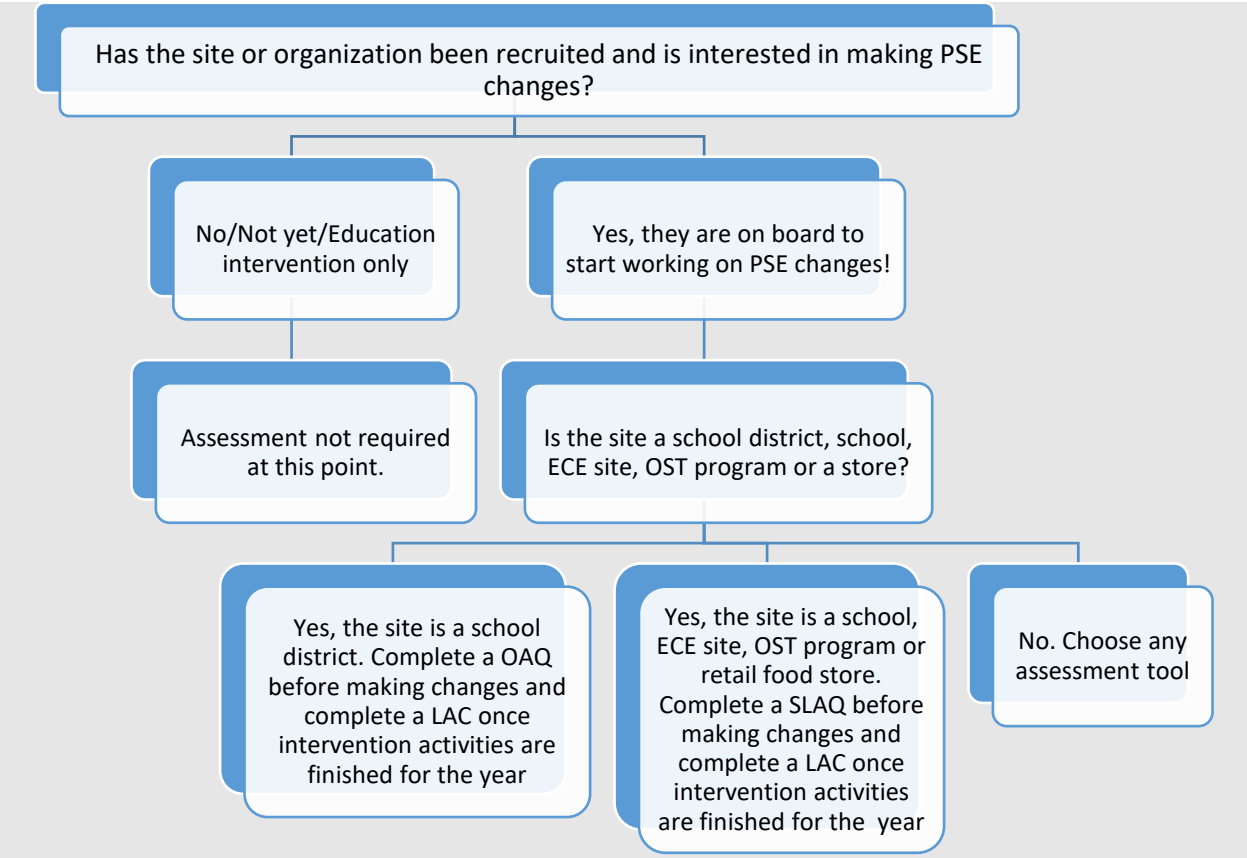
Assessment Tool Data

Site level assessment tools are intended to assist with program planning and can be used to assess changes in institutional policies and practices over time. All LHDs must complete an assessment of each site where they are doing site-level PSE CFHL work in settings where an assessment tool has been created or recommended by NPI. Standardized tools, referred to as SLAQs (site-level assessment questionnaires) and LACs (LHD Activity Checklists) have been developed and tested and are required for schools, early childhood education sites (ECE), out-of-school time (OST) programs, and stores. In addition to SLAQs, an organization-level assessment will be required for school districts involved in district-level PSE efforts using a combination of WellSAT and an Organization Assessment Questionnaire (OAQ) developed and tested for school districts. For CFHL work occurring in other settings (e.g., food pantries, farmers' markets, other organizations, etc.), LHDs may choose to use another assessment tool until a SLAQ, OAQ, and/or LAC becomes available, or another standardized instrument is required for that setting.

Assessments should take place once each year that CFHL-supported PSE interventions will be occurring and before implementation begins. Sites should already be engaged and on-board before assessments occur. LACs should be completed at the end of the year after all activities for a given year have occurred. LHDs with a larger number of site-level PSE sites within a setting may work with a state-level evaluation liaison to develop an alternative assessment strategy. Assessments do not need to be conducted at sites that only host education and no PSE efforts.

Assessment requirement decision tree *(ask yourself these questions each year)*:

Figure 1: Assessment Requirement Decision Tree



Impact and Outcome Evaluation (IOE)

If series-based direct education is carried out with 4th-12th grade students in the school or school-based after school setting, then an LHD (at any funding Tier) must evaluate intervention(s) in the LEARN Setting. The number of sites required for the LHD to evaluate will be based on funding tier. LHDs must collect pre and post behavioral outcome data from intervention sites using the Eating and Activity Tool for Students. To the extent possible, LHDs should evaluate their earliest occurring interventions in the fiscal year. Pre- and post-testing should occur at the beginning and end of school year, regardless of timing of direct education implementation. Technical assistance will be available by Nutrition Policy Institute CFHL staff throughout the year, including during

FFY 2023 to support planning, to ensure the guidelines are applied to produce valid evaluation results as well as to fit unique situations.

Table 2: IOE Site Requirements by Funding Tier

Funding Tier	Number of Sites* (School or Afterschool**)	Students per School Site (Matched)	OR	Students per After School Site (Matched)
5	5	30 (At least 2 classrooms)		30 (Or max students attending)
4	4			
3	3			
2	2			
1	1			

* If you do not plan to conduct interventions in the number of sites required by your funding tier, you can evaluate in the maximum number of sites in which you do have applicable interventions.
** IOE requirements applicable to school-based afterschool programs only.

Evaluation of Adult Direct Education

All LHDs (regardless of funding tier) utilizing an adult direct education curriculum consisting of four or more sessions delivered over four or more weeks must collect pre and post behavioral outcome data using the CFHL Adult Survey. LHDs delivering class series adult direct education that does not meet these criteria are exempt. Technical assistance will be provided by NPI on survey administration/data collection methodology.

FORMS AND ATTACHMENTS

Forms

1. Letter of Intent
2. Programmatic Projections Form
3. FFY 2024-2026 CFHL Application Checklist
4. Grantee Information Form
5. Non-Disparagement Certificate

Budget, Site List and IWP Documents and Instructions

All instructions, planning tools, documents and submission links for the Budget, Site List, and Integrated Work Plan (IWP) will be communicated separately by CDSS or CDPH CFHL. LHDs are responsible for monitoring communications and all submission deadlines.

Attachments

Attachment 1: SNAP-Ed Plan Guidance and Templates
Attachment 2: Recent ACS and FRPM datasets (via the CDSS CFHL SharePoint Site)
Attachment 3: Federally Qualified Health Centers
Attachment 4: CA SNAP-Ed Targeting Methodologies Summary
Attachment 5: FFY 2024-2026 CFHL Local Health Department Programmatic Priorities
Attachment 6: FFY 2024-2026 CFHL LHD Funding Allocation Projections
Attachment 7: FFY 2024-2026 CFHL LHD Deliverables

FFY 2024-2026 CDPH CFHL Local Health Department Programmatic Priorities Guidance for Grant Deliverables and Work Plan Development

FFY 2024-2026 FAP Attachment 5

Introduction

The Nutrition Education and Obesity Prevention Branch (NEOPB) of the California Department of Public Health (CDPH) serves California through statewide, regional, and local partnerships, programs, and policy initiatives to promote healthy eating, physical activity, and nutrition security with an emphasis on communities with the greatest health disparities. NEOPB's vision is "well-nourished, physically active Californians living in healthy communities." All NEOPB activities aim to fulfill the Branch mission and vision, and programmatic priorities are derived from these values.

CDPH is one of several organizations in California that receive grant funding for nutrition education and obesity prevention efforts from the United States Department of Agriculture (USDA) Supplemental Nutrition Assistance Program-Education (SNAP-Ed). SNAP-Ed is known as CalFresh Healthy Living (CFHL) in California, and CDPH identifies as CDPH CFHL for the purposes of implementing this program. CFHL aims to reduce the prevalence of overweight and obesity among California's SNAP-Ed eligible individuals through educational strategies, and multi-level organizational and community-wide public health approaches that support healthy behaviors at multiple socioeconomic levels of influence. CDPH CFHL issues this funding to Local Implementing Agencies (LIAs) for SNAP-Ed service delivery through Local Health Departments (LHDs) or their designees.

During Federal Fiscal Years (FFY) 2024-2026, CDPH CFHL supported work will aim to create change at the individual, organizational and community levels. This work will focus on specific programmatic priorities, strategies, and settings to increase the reach and impact of CFHL in California. To facilitate a focused approach, the local FFY 2024-2026 Integrated Work Plan (IWP) will consist of a set menu of options—titled the IWP Blueprint Packet—that will define the allowable CFHL work at the local level. This menu of options will include a list of allowable settings for specific Policy, Systems, and Environmental Change (PSE) strategies with specified sub-strategies. There will be required core and optional complementary sub-strategies that support each of the broader PSE Strategies. Each sub-strategy selected will have a defined activity table with appropriate activities for each selected PSE strategy. LIAs will be able to specify which activities are appropriate for their work given their capacity and program progression to date. Direct and Indirect Education activities, along with others, will be reflected in the PSE sub-strategy activity tables. The LIAs will also add integrated local projection numbers for their work with participants and partners to local three-year objectives, shared statewide, tied to priority CFHL work. These include objectives for community engagement, sustainability, direct education, and partnership and coalition work. More information on the FFY 2024-2026 IWP Blueprint will be released in

December 2022 by the CFHL lead State Implementing Agency (SIA), the California Department of Social Services (CDSS).

The statewide CFHL program requires each county (or city in some cases, referred to as an IWP jurisdiction) to submit an IWP that incorporates the work of all CFHL-funded Local Implementing Agencies, including the CDPH CFHL-funded LHDs, in one complete projected work plan. The IWPs include two sections: Section A, which establishes local need, priorities, partnerships and a narrative justification and explanation of the plan. Section B can be developed using the current CFHL IWP Blueprint Packet, which includes a menu of available PSE Strategies and Sub-strategies and their applicable PSE Settings, and the CalFresh Healthy Living Integrated Curricula List to establish Direct Education plans. CDPH CFHL-funded LHDs must follow the IWP Blueprint Packet guidance to determine which Sub-strategies are allowable in which settings, apart from proposed and approved innovative work. See the IWP Blueprint Packet and the IWP submission instructions for full guidance. CDPH CFHL-funded LHDs must follow all CDSS and CDPH guidance and deadlines provided to complete the IWP submission process as a portion of this Funding Application Package.

Within the IWP Blueprint structure and submission, CDPH CFHL has selected specific Programmatic Priorities for funded LHDs. **Programmatic Priorities are exclusive to the CFHL LHD implementers and must be incorporated into the overall work plan within Section A and Section B along with the selected PSE Strategies.** For FFY 2024-2026, the following LHD Programmatic Priorities serve as guidelines that LHDs will use to complete their three-year local CFHL IWP and CFHL grant deliverables. CDPH CFHL will use the submitted IWP to generate the LHD's Scope of Work (SOW) for the LHD's three-year grant agreement with CDPH CFHL. For details of the CDPH CFHL funding application and requirements, refer to the CDPH CFHL FFY 2024-2026 Funding Application Package (FAP). The overarching programmatic priorities for FFY 2024-2026 are:

- Advancing Equity
- Healthy Beverage Consumption and Purchases
- Supporting PSE Change at the Community Level and in Priority PSE Settings
- Reaching and Impacting Youth

Figure 1: CFHL Program Guidance Process Flowchart

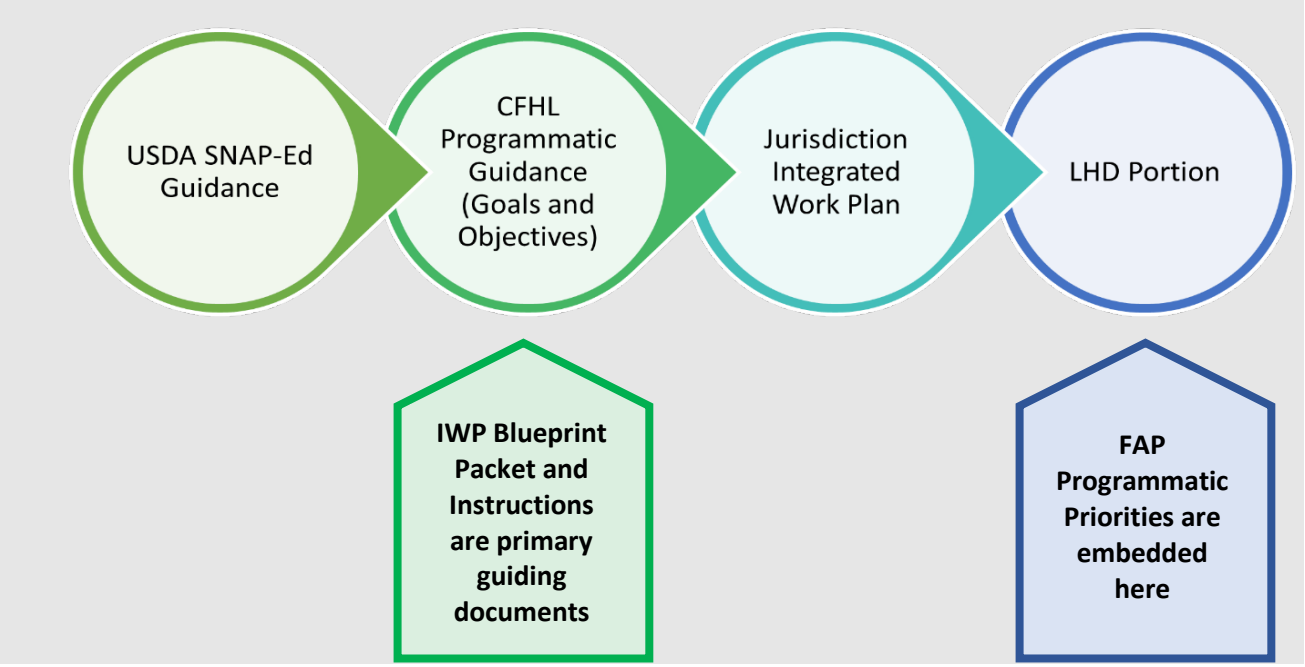
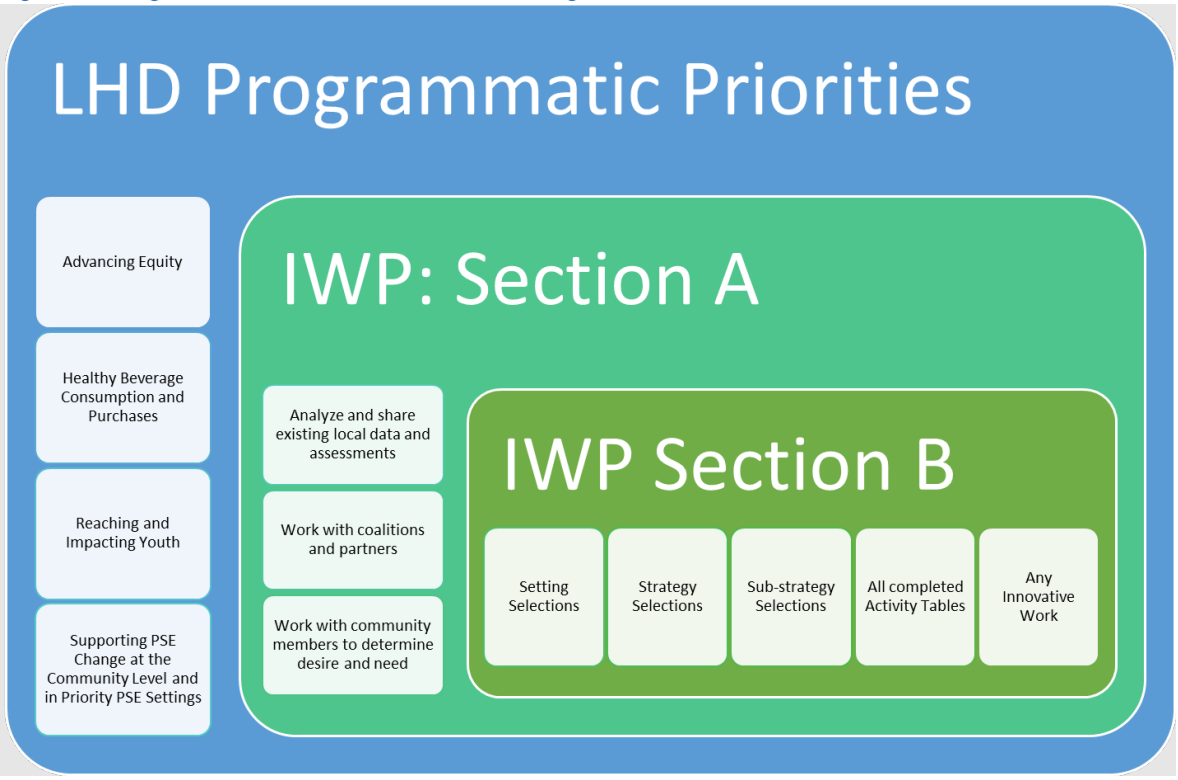


Figure 2: Programmatic Priorities across the Integrated Work Plan



Programmatic Priority Expectations and Deliverables

The minimum amount of work each LHD grantee is required to do is based on projected funding amounts for FFY 2024. For more detail refer to the LHD Funding Tiers in the Funding Application Package (FAP).

Throughout this document, items identified **by bolded text** signify a FAP grant deliverable related to the programmatic priorities established below. For a summary of all LHD FAP grant deliverables and the exact deliverable requirement, see the LHD FFY 24-26 Deliverables document. The deliverables document states where to place efforts planned to address the priorities in the IWP (within Section A, B, or both), and how to report on progression and outcomes of the work related to the priorities (in PEARS or other required reports and documentation).

Programmatic Priorities: Background and Description

As a part of the FFY 2017 USDA Western Regional Office Management Evaluation of California's CFHL program, the USDA recommended that the SIAs provide the LHDs (and other LIAs) with a defined menu of options for their CFHL workplans. This allows for the development and implementation of focused local work plans that are rooted in evidence-based, effective strategies. The IWP Blueprint was created in partnership with CDPH CFHL internal program and evaluation staff, LHD staff (as well as other LIAs), other CFHL SIAs, and external subject matter expert stakeholders.

Programmatic Priorities: Consideration and Inclusion Criteria

To inform the development of Programmatic Priorities for LHDs, CDPH CFHL created and has updated a list of criteria to align with the CFHL State Goals and Objectives, CFHL Principles and Priorities, CFHL IWP Blueprint and further CDPH goals. The programmatic priorities are in line with the identified strategies and settings within the CFHL documents stated above. CDPH CFHL developed the FFY 2024-2026 LHD Programmatic Priorities based on these eight criteria:

- Evidence-based: effectiveness and impact of specific priorities at changing environments, health behaviors and/or weight status through research-tested, practice-tested, and/or emerging or innovative strategies.
- Equity: Ensure the selection of priorities and practices are linked to established and defined inequities and work to advance health equity.
- Feasibility: strategies are appropriate and feasible based on staff size and capacity to implement.
- Maximizes impact in the community: have significant reach and impact across the socio-ecological model with an emphasis on upstream efforts.
- Aligns with existing priorities and indicators in California: look to CDPH, California Health and Human Services Agency and statewide priorities that promote equity, healthy eating and active living.
- Timing: when applicable, reasonable, and achievable in a defined timetable
- Leverage: can be leveraged by other known funding and programming either internally or externally to drive partnership and greatest impact.

- Momentum: has support in the field gained by existing priorities or by a series of events; opportunity to capitalize on timely local and/or state priorities that align with other priorities and goals.

When determining programmatic priorities, CDPH CFHL reviewed and adhered to the USDA SNAP-Ed Plan Guidance. Additional inputs included established obesity prevention programmatic recommendations such as Centers for Disease Control and Prevention (CDC) Overweight and Obesity Prevention Strategies & Guidelines, The Community Guide, County Health Rankings & Roadmaps, the CDC's Practitioner's Guide for Advancing Health Equity, Voices for Healthy Kids, and the National Academies of Science, Engineering, and Medicine's Accelerating Progress in Obesity Prevention: Solving the Weight of the Nation.

Programmatic Priorities: Guiding Goals

Based on the selected programmatic priorities, consideration and inclusion criteria, and a review of the established obesity prevention programmatic recommendations, and CFHL Principles and Priorities, CDPH CFHL created the following guiding goals for CFHL funded LHDs:

- Mobilize communities and institutions to transform policies and systems towards a culture of equity, antiracism, healing and health for all people and our planet;
- Work collaboratively with community members and other partners to increase impact, strengthen relationships between and across sectors, and ensure sustainable outcomes;
- Optimize and enhance the food system to support a healthy diet;
- Adopt, implement, maintain, and support programs and policies that increase access to and demand for healthy food;
- Adopt, implement, maintain, and support programs and policies that decrease access to and demand for unhealthy food;
- Adopt, implement, maintain, and support programs and policies that promote drinking water and restrict access to and consumption of sugar sweetened beverages; and
- Adopt, implement, maintain, and support programs, policies, and enhancements to the natural and built environment to increase physical activity opportunities.

Programmatic Priorities: Advancing Equity

Advancing Equity is a primary goal of CDPH and the CDPH CFHL team. Despite decades of efforts to reduce and eliminate health disparities, they persist—and in some cases, they are widening among some population groups. Addressing racial and health equity means that every person has an opportunity to achieve optimal health regardless of:

- The color of their skin
- Level of education
- Gender identity
- Sexual orientation
- The job they have
- The neighborhood they live in

- Whether or not they have a disability

While health inequities and disparities can be addressed at multiple levels, CDPH CFHL focuses on PSE improvement strategies designed to improve the places where people live, learn, work, shop, eat, and play. To maximize the health effects for all and reduce health inequities, it is important to consider the following:

- Different strategies require varying levels of individual or community effort and resources, which may affect who benefits and at what rate.
- Certain population groups may face barriers to or negative unintended consequences from certain strategies. Such barriers can limit the strategy's effect and worsen the disparity.
- Population groups experiencing health disparities have further to go to attain their full health potential, so even with equitable implementation, health effects may vary.
- Health equity should not only be considered when designing interventions. To help advance the goal, health equity should be considered in other aspects of public health practice (e.g., organizational capacity, partnerships, evaluation).

CDPH CFHL acknowledges that there is no one-size-fits-all approach to addressing disparities and inequities in communities. CDPH CFHL recommends using the CDC's *A Practitioner's Guide for Advancing Health Equity* to provide guidance on how to operationalize the skills and practices below. **CDPH CFHL funded LHDs are expected to consider the following, among others, when identifying their CFHL work:**

- Building Organizational Capacity
  - Establish an institutional commitment to advance health equity
  - **Where possible, align funding and sub-granting decisions with your commitment to equity**
  - Be deliberate in recruiting and building staff skills to advance equity
- **Engaging Community Members**
  - Understand historical context before developing engagement strategies
  - **Build community relationships and establish trust; maintain relationships**
  - Select engagement techniques appropriate to your context
  - Understand barriers
  - Support and build the community's capacity to act
  - Value both lived community experience and professional expertise
- **Developing Partnerships and Coalitions**
  - Engage partners from many fields and sectors
  - Include those working with populations experiencing health inequities
- Identifying and Analyzing Health Inequities
  - Do not rely on assumptions about health inequities in program planning
  - Use appropriate tools to identify health inequities
  - Value both community and technical expertise
- Selecting, Designing, and Implementing Strategies
  - **Balance community input and best available evidence**
  - Select a set of comprehensive approaches, strategies, and settings

    - Support and build the community's capacity to act
- Developing Effective Communication Efforts
    - Support the case for equity with relevant data
    - Highlight solutions when framing messages around equity

Programmatic Priority: Healthy Beverage Consumption and Purchases

CDPH CFHL will place an emphasis on limiting purchases and decreased consumption of sugar sweetened beverages (SSBs) as the primary behavioral strategy for implementation in FFY 2024-2026. This core behavioral strategy is supported by various PSE sub-strategies, including but not limited to nutrition standards, procurement, wellness policies, and places that sell beverages, and a complementary PSE sub-strategy to increase access to and the consumption of safe drinking water. Consumption of SSBs is more strongly linked to obesity than any other single type of food or beverage and is the largest contributor of added sugar in the diet, and promotion of water consumption complements and strengthens other efforts to discourage SSB consumption.

Therefore, all settings and sites involved in CDPH CFHL nutrition supported efforts should include (but not necessarily be limited to) efforts to reduce access to and consumption of SSBs. This can be achieved through education and/or PSE efforts. Examples of applicable PSE Strategies include Healthy Default, Nutrition Standards, Access to Healthy Food, and others. Examples of PSE Settings include Restaurants, Retail, Before and After School, and others. Additional programmatic supports, including trainings, materials, resources, and tools, will be made available as part of the IWP Blueprint and CFHL Statewide Training to guide local program planning and implementation.

Programmatic Priorities: Supporting PSE Change at the Community Level and in Priority PSE Settings

Priority PSE Settings

The following define the CDPH CFHL priority Domains and PSE Settings for the CDPH CFHL funded PSE change work in FFY 2024-2026. **As stated in the Funding Tier Requirements listed in the FAP, all LHDs must complete some (but not necessarily all) of their PSE work in the following established priority PSE settings.** These Domains and PSE Settings have been established based on the Consideration and Inclusion Criteria and existing behavior change evidence. The following priority settings (Table 1) are to be utilized for selected PSE Strategy implementation as submitted by LHDs in the IWP. Beyond the Funding Tier requirement of PSE work in at least one priority setting, the remaining IWP PSE work can be done in any available PSE settings in the IWP Blueprint. Direct and Indirect Education activities can occur in any qualified SNAP-Ed site that reaches the local defined, intended audience. All IWPs must be submitted as a cohesive approach as detailed in the Section A Intervention and Evaluation Plan Narrative and be supported by selected work in Section B.

Table 1. FFY24-26 Priority Domains and Settings for Site and Organizational PSE Change Work

LEARN	SHOP	EAT	PLAY	LIVE
Early Care and Education	Food Stores	Restaurants	Parks and Open Spaces	Health Care
Schools	Food Banks and Pantries		Bicycle and Walking Paths	
Before and Afterschool	Farmers Markets			

Programmatic Priorities: PSE Levels

The following constitute the required levels of PSE work for CFHL LHDs in their efforts to address the guiding goals. These levels can be applied to appropriate IWP Blueprint Strategies and Sub-strategies in addition to allowable community goals established in Section A of the IWP. As indicated in the Funding Tier requirements, combinations of the PSE Sub-strategies at different PSE Levels across settings below should create a cohesive and comprehensive overall work plan approach.

PSE Levels:

Level 1: Site PSE Changes: Targeted CFHL allowable activities to establish, implement and sustain written policies, systems, and environmental changes through comprehensive programming at the site level (e.g., at a school or store). Policies are meant to address the established CFHL statewide, CDPH and LHD priorities.

Level 2: Organizational PSE Changes: Targeted CFHL allowable activities to establish, implement and sustain written policies, systems, and environmental changes at the multi-site level. Multi-site level work is referred to as "organization or institutional" level in the USDA SNAP-Ed Program Guidance and Evaluation Framework. Work could include, for example, activities at a school district, ECE chain, and/or chain store corporate office and is intended to influence multiple sites under their jurisdiction. Policies are meant to address the established CFHL statewide, CDPH and LHD priorities.

Level 3: Community PSE Changes: Targeted CFHL allowable activities to establish, implement and sustain written policies, systems, and environmental changes at the community level. Community or areawide level work is defined as work in neighborhoods, communities, and jurisdictions (e.g., cities, towns, districts, and counties). Community level efforts may involve work to mobilize multiple sectors (stores, schools, whole of government, etc.) to benefit the CFHL-eligible population across a larger geographic area through PSE changes. Policies are meant to address the established CFHL statewide, CDPH and LHD priorities.

Figure 3: Alignment of Socio-Ecological Model with PSE Change Priorities

Programmatic Priority: Reaching and Impacting Youth

According to the CDC, establishing healthy behaviors to prevent chronic disease is easier and more effective during childhood and adolescence than trying to change unhealthy behaviors during adulthood. CDPH CFHL will place emphasis on reaching and impacting youth where they live, learn and play.

Therefore, each LHD receiving CDPH CFHL funds must include a minimum of one PSE effort focused on youth (0-17 years) in their FFY 2024-2026 IWP. LHDs may

select a targeted age range or set of age ranges within the overall youth segment (e.g., 4th graders, 2–5-year-old children, high school students, etc.). LHDs may select from the list of available IWP Blueprint strategies, sub-strategies, and settings to fulfill this priority. A selected PSE sub-strategy that targets youth must be a part of a cohesive, comprehensive overall approach to community work.

While any of the allowable PSE Settings are available, LHDs are encouraged to engage youth in the LEARN Domain, specifically in two priority Settings (Early Care and Education (ECE) and Schools). The ECE and Schools settings were selected for priority focus as research indicates that youth who are overweight or obese are more likely to remain so into adulthood, thus a focus on early intervention is imperative. The ECE and Schools settings are prioritized over other youth settings due to their high potential for reach and consistent access to the same group of youth. Additionally, interventions in the School and ECE settings are well-documented and proven effective.

The youth-focused PSE effort can also satisfy the Funding Tier requirement of at least one PSE effort undertaken in the established "priority" PSE settings if it occurs in one of the 10 priority settings (see following section for more details). See the FFY 2024-2026 Funding Application Package for more information regarding funding tier requirements.

Steps for Building Local Integrated Work Plans

Sections A and B of the IWP have been updated to reflect FFY 24-26 CFHL principles and priorities, as well as statewide goals and objectives. The instructions have been updated as well. The information below is additional supportive information for completing the IWP.

Community Goals, Intended Impact, Domains and Settings, and PSE Strategies

Community goals and community needs assessments support LHDs in identifying:

1. Population intended for impact (in terms of geographic location and demographic characteristics);
2. Domains and settings where the program can most effectively reach a significant number of CFHL-eligible participants;
3. Applicable and appropriate PSE strategies for each setting, and;
4. Community level work that supports a large portion of the CFHL-eligible population and aligns with community change goals and site/organizational level interventions.

Identification of Domains, PSE Settings, Sites and PSE strategies *must be done* in conjunction with community members and local, trusted organizations (see Advancing Equity section above and in the LHD Deliverables document). PSE strategies selected at the site and organizational level (PSE Levels 1 and 2) should align with any community or jurisdiction level work (PSE Level 3) to address locally determined CFHL goals. See the IWP planning tools to support planning.

Once all planning is complete, LHDs will add work plan content to the CDSS CFHL SharePoint site that houses the automated IWP forms for submission. After PSE

strategies are selected, Section B will automatically populate with activity tables for each strategy/setting pairing. LHDs, and any applicable LIA partners, must make each activity specific to their local work by adding specific narrative text to the sub-strategy activity tables in the IWP Automation site. Some activities may apply to multiple sub-strategies and/or settings. See the IWP Blueprint Packet for details and ideas for each PSE Sub-strategy activity.

Work with Local Partners

LHDs are encouraged and expected to work with all appropriate partners to ensure that CFHL work is maximizing impact within their selected target population. Partners should include the members of the community you aim to serve and include CFHL-funded and unfunded organizations and agencies. LHDs are highly encouraged to work with chronic disease prevention and cross-sector partners (through diverse multi-sector coalitions and otherwise) to enhance individual CFHL work plan deliverables and to support comprehensive, collaborative community-wide health initiatives. Work within County Nutrition Action Partnership groups (or similar county-wide coalitions and/or collaboratives) can assist with the maintenance of multi-sector partnerships and can contribute to mutually advantageous outcomes for partners and the communities they serve.

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
NUTRITION EDUCATION AND OBESITY PREVENTION BRANCH
CalFresh Healthy Living Program
Local Health Department Deliverables
Attachment 7
Federal Fiscal Year 2024-2026

DELIVERABLES/MEASURES: Local Health Departments (LHDs) are required to deliver California Department of Public Health CalFresh Healthy Living (CDPH CFHL) services that integrate nutrition education and policy, systems, and environmental (PSE) change approaches on multiple levels of the Social-Ecological Model (SEM) to support community health goals that address obesity prevention. To ensure that the CDPH CFHL program meets its statewide Supplemental Nutrition Assistance Program-Education (SNAP-Ed, known as CHFL in California) objectives, the LHDs are responsible for following the United States Department of Agriculture (USDA) guidance, the Integrated Work Plan (IWP) instructions, and the following numbered deliverables. Deliverables not met will result in a corrective action plan and/or denial or reduction in future CFHL funding.

Deliverables will be assessed by reviewing the two defined element categories below:

1. **Planned Elements** are written into the Integrated Work Plan and capture LHD's projected "work" or "activities." This will demonstrate each local jurisdiction's plan and intention to address the grant deliverables, and allow for monitoring, planned technical assistance and support throughout the work plan period.
2. **Reporting Elements** are defined as shared progress and action regarding Planned Element efforts and outcomes in the stated, required reporting system.

Deliverable #	Deliverable Requirements	Deliverable Documentation
Deliverable 1	**Federal Fiscal Year (FFY) 2024-2026 CFHL Required Programmatic Documentation** **Three-year Integrated Work Plan (IWP):** The IWP must describe the intent and approach planned to serve the CFHL-eligible population based on the SEM. LHDs must use assessment(s) of equity, ethnicity, obesity, chronic disease, and/or other related jurisdictional data, as well as community input, to create the LHD portion of the IWP. Using FFY 2024 Funding Allocation Projections and funding tiers, the LHD specific components of the IWP must adhere to the designated FFY 2024-2026 CFHL LHD Programmatic Priorities. **Site List**: As a part of the FFY 2024–2026 Funding Application Package (FAP), applicants are required to submit a completed CFHL FFY 2024-2026 Site List. **IWP Revision Process**: If the LHD component of the IWP must be revised, all changes will be made in accordance with the most current IWP Revision Process Guide for LIAs posted on the California Department of Social Services (CDSS) CFHL SharePoint Resources page.	**1. Planned Elements:** ☐ IWP Submitted ☐ Site List Submitted ☐ IWP Revisions Submitted, as applicable **2. Reporting Elements:** See Deliverable 2 and Programmatic Priorities Sections below

Deliverable 2	**Federal Fiscal Year (FFY) 2024-2026 Required Reporting and Outcome Documentation** **Reports:** Funded projects will be required to submit two Progress Reports each fiscal year of the grant cycle: a Mid-Year Progress Report due April 15 and Year-End Progress Report due October 15 (or other designated dates). These reports will be sent by email to the CDPH CFHL Project Officer assigned to the Grantee. **PEARS:** LHDs will use the online Program Evaluation and Reporting System (PEARS) to provide the required reporting information outlined in the FAP related to the following modules: • **Program Activities** • **Indirect Activities** • **PSE Activities** • **Success Stories** • **Partnerships** • **Coalitions** All PEARS reporting must be completed for the Federal Fiscal Year (October 1 – September 30) by the deadline shared annually by CDPH CFHL.	**1. Planned Elements:** See Deliverable 1 above **2. Reporting Elements:** ☐ Twice-yearly Progress Reports (six total during grant cycle) ☐ PEARS reporting (ongoing throughout each fiscal year) ☐ Document submissions as outlined in Programmatic Priorities below

Deliverable 3	**Federal Fiscal Year (FFY) 2024-2026 Evaluation Requirements** **Assessments**: Conduct or review a community assessment using an evidence-based assessment tool to assess readiness and need for specific program areas during the current and future grant cycles. The community assessment should inform the overall direction of the IWP. All LHDs must complete an assessment of each site where they are doing site-level PSE CFHL work in settings where an assessment tool has been created or recommended by CDPH CFHL Nutrition Policy Institute (NPI). See FAP for full details. **Direct Education: Impact/Outcome Evaluations (IOE)** data: If series-based direct education is carried out with 4th-12th grade students in the school or school-based after school setting, then an LHD (at any funding tier) must evaluate intervention(s) in the LEARN Setting. The number of sites required per LHD will be based on funding tier. See FAP for full details. **Adult Direct Education:** All LHDs (regardless of funding tier) utilizing an adult direct education curriculum consisting of four or more sessions delivered over four or more weeks must collect pre and post behavioral outcome data using a common online evaluation tool that will be provided by CDPH and NPI.	**1. Planned Elements:** ☐ IWP, Section A, Community Goals, Addressing Equity, Community Jurisdiction, Intervention Plan Narrative ☐ IWP, Section B, Evaluation Type, Evaluation Tool Documentation, Resources/Materials **2. Reporting Elements:** ☐ Site level assessments entered into an online link ☐ Pre- and post-behavioral data collected via the Eating and Activity Tool for Students (EATS); all data (paper or online) entered into a site-specific online link by June 30. ☐ Pre- and post-behavioral data collected via the CFHL Adult Survey; all data entered into an online link by August 31.

Deliverable 4	**Federal Fiscal Year (FFY) 2024-2026 Required Fiscal and Administrative Reporting Documentation:** all expenses incurred during each Federal Fiscal Year with the ability to provide back-up documentation for expenses in sufficient detail to allow CDPH CFHL to ascertain compliance with USDA grant rules for allowable expenses.	**2. Reporting Elements:** ☐ Quarterly invoices submitted to CDPH to be reimbursed for CFHL expenditures. ☐ Management Evaluation: required documentation as requested by FNS and/or CDSS as part of a fiscal review. ☐ Administrative Desk Review: required documentation as requested by CDPH as part of an administrative desk review to ensure administrative and fiscal compliance with CFHL policy and procedures.

CFHL LHD Programmatic Priorities Deliverables		

Deliverable 5	**Programmatic Priority: Advancing Equity**
	LHDs are expected to take specific action to advance equity. This includes making advances in programmatic practice with the intent to increase equity and decrease disparities within the CFHL community. Review the FFY 2024-2026 CFHL LHD Programmatic Priorities for details.
	• 5A: Include equity language and intention into all CFHL solicitations and/or subcontracts, relevant program/LHD materials, and staffing recruitments or interview protocols
	• 5B: Engage community members by:
	  ○ Retaining an advisory committee or group of subject matter experts with lived experience to inform program planning and design throughout the work plan period
	  ○ Utilizing community engagement (CE) IWP activities as necessary across strategy planning and implementation
	• 5C/7C: Engage/participate in, or convene, one or more diverse, multi-sector and/or community representative coalition(s)
	• 5D: Support and build the community's capacity to act
		1. Planned Elements:
		
		☐ All: IWP, Section A, Equity Narrative, overall approach to equity
		
		☐ 5B: IWP, Section A, Share community member input in assessment narrative
		
		☐ 5B: IWP, Section B, Complete all relevant CE activities across PSE Settings/Sub-Strategies
		
		☐ 5C/7C: IWP, Section A, List relevant partners and coalitions
		
		☐ 5D: IWP, Section B, include all relevant sustainability activities and efforts across PSE Settings/Sub-Strategies
		
		2. Reporting Elements:
		
		☐ All: Twice-yearly Progress Reports
		
		☐ Document submission
		• 5A: Subcontracting or solicitation language
		• 5A: Program materials
		• 5A: Staffing recruitments/interview guides
		• 5B: List of advisory community members
		
		☐ All: PEARS Reporting
		• Coalition Module
		• PSE Module (including the sustainability section)

Deliverable 6	**Programmatic Priority: Healthy Beverage Consumption and Purchases** LHDs are expected to take specific action to reduce access to and consumption of sugar sweetened beverages (SSBs). Therefore, all settings and sites involved in CDPH CFHL nutrition supported efforts should include (but not necessarily be limited to) efforts to reduce access to and consumption of SSBs. Review the FFY 2024-2026 CFHL LHD Programmatic Priorities for details. • 6A: Explain SSB reduction approach in IWP, Section A • 6B: Select applicable PSE Sub-strategies and education activities and curricula in IWP, Section B	**1. Planned Elements:** ☐ 6A: IWP, Section A, Intervention and Evaluation Plan Narrative ☐ 6B: IWP, Section B Sub-strategies, Direct Education and All Other Activities **2. Reporting Elements:** ☐ All: Twice-yearly Progress Reports ☐ All: PEARS reporting as applicable

Deliverable 7	**Programmatic Priority: Supporting PSE Change at the Community Level and in Priority PSE Settings** LHDs are expected to take an upstream, public health approach to their work plan design and implementation. LHDs are expected to complete all FAP Funding Tier requirements. The FAP Funding Tier table lists the required number of PSE Levels, PSE Strategies, and PSE Settings, including the requirement to include at least one priority PSE Setting (with selected PSE sub-strategies) in the IWP. The LHD Programmatic Priorities Document lists the 10 priority PSE Settings for LHDs. Review the FAP and LHD Programmatic Priorities for details. • 7A: Selection of appropriate IWP sub-strategies that impact PSE change at Level 2 (organizational) and/or Level 3 (community), and that meet funding tier requirements • 7B: Present to an applicable decision-making body (School Board, City Council/Committee, County Board/Committee, etc.) annually to educate and inform on healthy eating and active living best practices and program opportunities through policy or environment change • 5C/7C: Engage/participate in, or convene, one or more diverse, multi-sector and/or community representative coalition(s)	**1. Planned Elements:** ☐ All: IWP, Section A Intervention and Evaluation Plan Narrative, Explain comprehensive approach ☐ All: IWP, Section B, Settings, select applicable Sub-strategies, and define all activities **2. Reporting Elements:** ☐ All: Twice-yearly Progress Reports ☐ Documentation Submission • 7A: Proposed or enacted policies and/or changes • 7B: Board/Committee agenda and presentation materials ☐ PEARS Reporting as applicable • 7A/7B: PSE module surveys to describe organizational and community level work • 5C/7C: Coalition/Partner Modules

Deliverable 8	**Programmatic Priority: Reaching and Impacting Youth** LHDs must include a minimum of one PSE effort (selected PSE sub-strategy or sub-strategies) focused on youth (0-17 years) in their FFY 2024-2026 IWP. The preferred settings for this PSE work are Schools and Early Care & Education.	**1. Planned Elements:** ☐ IWP, Section A, explain efforts focused on reaching and impacting youth ☐ IWP, Section B, Selection of applicable Settings and PSE Sub-strategies **2. Reporting Elements:** ☐ PEARS reporting as applicable

California Department of Public Health

CalFresh Healthy Living (CFHL) Funding Application

Federal Fiscal Years 2024 – 2026 (October 1, 2023 – September 30, 2026)

Submit this form by 4:00 pm December 30, 2022 to:

Email: neopbfiscalrequest@cdph.ca.gov
Attn: Ashley Nubla
CDPH CalFresh Healthy Living

Please include your county/agency name and "Letter of Intent" in the subject line of your email.

Please complete the fields below for your Agency:

Project Representative:

Title:

Agency:

Address:

Telephone:

Email:

Please check the appropriate box that applies to your Agency:

	Question	Check Box
1.	Our Agency intends to participate in the CFHL program for FFY24-26	☐
2.	Our Agency intends to participate in the CFHL program for FFY24-26 and designate the following agency to participate on our behalf:	☐
3.	Our Agency does not intend to participate in the CFHL program for FFY24-26	☐
4.	Other, please explain:	☐

Please check the appropriate box(es) that applies to your funding allocation. Check/complete only one box for each row.

	FFY	FFY 2023 Allocation	FFY 2024 Allocation	Other amount between FFY 23 and 24 allocations (specify amount below)
1.	For FFY 2024, our Agency accepts and intends to use the following award selection	☐	☐	
2.	For FFY 2025, our Agency accepts and intends to use the following award selection	☐	☐	
3.	For FFY 2026, our Agency accepts and intends to use the following award selection	☐	☐	

NOTE: Funding allocations are projections and are contingent upon the funding amount CDPH receives each year. Local health departments or their designee are expected to spend 90 percent of their funding allocation each year.

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

	Question	Answer
1.	Does your Agency require a board resolution for a new contract?	
2.	When are your scheduled board meeting dates between February and September 2023?	
3.	Does your Agency require the contract be in hand to get on the Agenda?	
4.	When do you need the contract? (i.e., two weeks before, one month before, etc.)	

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

Signature of Project Director or Designee **Date**

Printed Name:

FFY 2024-2026 CDPH CFHL LHD Programmatic Projections Form

Complete and submit the Programmatic Projections Form to CDPH CFHL by email to both your Project Officer and neopbfiscalrequest@cdph.ca.gov by January 31, 2023. Please include your county name and "Programmatic Projections Form" in the subject line of your email.

County Name:	
Funded amount: (Based on FFY 2024 CDPH CFHL LHD Funding Projections)	
Grant #: (To be completed by CDPH CFHL)	

Complete the following tables based on the CDPH CFHL LHD Funding Tiers found in the CDPH CFHL Federal Fiscal Year 2024-2026 Funding Application Package (Table 1),and based on the CFHL Integrated Work Plan (IWP) Blueprint Packet Settings and Strategies table.

Funding Tier	Total number of Settings selected	Total number of PSE Strategies selected	Total number of PSE Levels selected

Required **Priority PSE Setting(s)**:	
PSE Strategy name(s):	
PSE Level(s):	

Name of 2nd Setting (if applicable):	
PSE Strategy name(s):	
PSE Level(s):	

FFY 2024-2026 CDPH CFHL LHD Programmatic Projections Form

Name of 3rd Setting (if applicable):	
PSE Strategy name(s):	
PSE Level(s):	

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

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

List additional Program Activity Settings where direct education will be the only activity taking place (if applicable:	

Exhibit A1

California Department of Public Health

CalFresh Healthy Living

FFY 2024-2026 Funding Application Checklist

DATE OF SUBMISSION	
ORGANIZATION NAME	

Funding Application Contact Name:	
Phone Number:	**E-mail Address:**

The following documents must be completed and submitted with this Application Checklist. Email all completed application components by the due dates below to NEOPBfiscalrequest@cdph.ca.gov. The FFY 2024 Budget and FFY 2024-2026 Integrated Work Plan are to be completed within the California Department of Social Services' CFHL SharePoint Site based on the CFHL State Plan submission deadlines.

APPLICATION CONTENTS:

Due by December 30, 2022	**Please Check**
Letter of Intent	☐

Due by January 31, 2023	**Please Check**
Funding Application Checklist	☐
Programmatic Projections Form	☐
Grantee Information Form	☐
Non-Disparagement Certification	☐

California Department of Public Health
CalFresh Healthy Living
Grantee Information Form

Organization	This is the information that will appear on your grant agreement cover.
	Federal Tax ID #_____ Contract/Grant #_____ Name _____ Mailing Address _____ Street Address (If Different) _____ County _____ Phone _____ Fax _____ Website _____
Grant Signatory	The ***Grant Signatory*** has authority to sign the grant agreement cover.
	Name _____ Title _____ ***If address is the same as above, check this box*** ☐ Mailing Address _____ Street Address (If Different) _____ Phone _____ Fax _____ Email _____
Project Director	The ***Project Director*** is responsible for the day-to-day activities of project implementation and seeing that all grant requirements are met. This person will be in contact with State CFHL staff, will receive all programmatic and budgetary information for the project, and will be responsible for the proper dissemination of program information.
	Name _____ Title _____ ***If address is the same as above, check this box*** ☐ Mailing Address _____ Street Address (If Different) _____ Phone _____ Fax _____ Email _____

California Department of Public Health
CalFresh Healthy Living
Grantee Information Form

Fiscal Contact	The ***Fiscal Contact*** prepares invoices, maintains fiscal documentation, serves as the primary contact for all related questions, and has signature authority for invoices and all fiscal documentation. All payments are sent to the attention of this person at the designated address.
	Name _____ Title _____ ***If address is the same as above, check this box*** ☐ Mailing Address _____ Street Address (If Different) _____ Phone _____ Fax _____ Email _____
Other Contact	Contact description:
	Name _____ Title _____ ***If address is the same as above, check this box*** ☐ Mailing Address _____ Street Address (If Different) _____ Phone _____ Fax _____ Email _____

California Department of Public Health
CalFresh Healthy Living
Non-Disparagement Certification and Agreement not to distribute Manufacturer's or Store (cents off) Coupons

We certify that _____ will not use nutrition education materials, resources and/or curriculum in our Supplemental Nutrition Assistance Program Education (SNAP-Ed) interventions that have messages that convey negative written, visual or verbal expressions about any specific brand of food, beverage, or commodity or that are not consistent with the latest version of the *Dietary Guidelines for Americans*. Such messaging about specific brands is not an acceptable part of the FFY 2023 SNAP-Ed Plan Guidance, pg. 10. We also agree not to distribute manufacturer's or store (cents off) coupons during SNAP-Ed classes or events as per the FFY 2023 SNAP-Ed Plan Guidance, pg. 106.

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

Certified By:

_____
CFHL Project Director Name & Title

_____ _____
CFHL Project Director Signature **Date**

_____
Supervisor Name & Title

_____
Agency Name

Exhibit E
Additional Provisions

1. Additional Incorporated Documents

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

1) Administrative Guidelines Manual
2) LHD Program Letters: https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/NEOPB/Pages/LHDProgramLetters.aspx
3) SNAP-Ed Plan Guidance and Templates: https://snaped.fns.usda.gov/program-administration/guidance-and-templates

2. Cancellation / Termination

A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.

B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.

C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:

1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
3) Failure to adhere to the funding application parameters and or submitted plans to address the application deliverables.
4) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.

D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.

E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and

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

F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.

G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.

H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:

1) Place no further order or subgrants for materials, services, or facilities.
2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.
3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.

I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

3. **Avoidance of Conflicts of Interest by Grantee**

A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.

B. Conflicts of interest include, but are not limited to:

Exhibit E
Additional Provisions

1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

4. **Dispute Resolution Process**

A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.

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

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the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.

B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.

E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

5. **Executive Order N-6-22 - Economic Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Prior to awarding and executing grant, the State shall conduct its due diligence to determine if the proposed awardee is a named individual or entity on federal and any state Economic Sanctions lists. If the proposed awardee is listed, the State shall refrain from entering into the Grant. Resources for locating names of sanctioned individuals and entities are available on the DGS Office of Legal Services' webpage: Ukraine-Russia (ca.gov).

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If this Agreement is valued at $5 million or more, upon execution the State will send a separate notification outlining additional requirements specified under the EO. Compliance with this Economic Sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctionsprograms-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this Agreement.

County of Sierra
23-10349

Exhibit F
Federal Terms and Conditions

(For Federally Funded Grant Agreements)

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. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions
7. Human Subjects Use Requirments
8. Audit and Record Retention
9. 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 Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

b. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

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

a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Grantee will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Grantee's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment

without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Grantee's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Grantee will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,‘ and as supplemented by regulation at 41 CFR part 60, “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Grantee will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,‘ and as supplemented by regulation at 41 CFR part 60, “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Grantee's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,‘ and as supplemented by regulation at 41 CFR part 60, “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Grantee will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,‘ and as supplemented by regulation at 41 CFR part 60, “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subgrantee or vendor. The Grantee will take such action with

respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Grantee becomes involved in, or is threatened with litigation by a subgrantee or vendor as a result of such direction by CDPH, the Grantee may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

a. By signing this Grant, the Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

b. By signing this Grant, the Grantee certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Grantee is unable to certify to any of the statements in this certification, the Grantee shall submit an explanation to the CDPH Program Contract Manager.

d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

e. If the Grantee knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

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

5. 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.

6. **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."

7. Human Subjects Use Requirements

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

By signing this Agreement, Grantee 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.

8. Audit and Record Retention

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

a. The Grantee 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 Grantee'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. Grantee agrees that CDPH, 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. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subgrantee related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).

d. The Grantee 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.

f. The Grantee may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to electoronic data storage device. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Grantee and/or Subgrantee must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records.

9. Federal Requirements

Grantee agrees to comply with and shall require all subgrantee's, 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.

Attachment 1

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.

County of Sierra	
Name of Grantee	Printed Name of Person Signing for Grantee
23-10349	
Contract / Grant Number	Signature of Person Signing for Grantee
Date	Title

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

California Department of Public Health
Nutrition Education and Obesity Prevention Branch
P.O. Box 997377, MS 7204
Sacramento, CA 95899-7377
Attn: Shelly Cater, Grant Manager

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

Attachment 2

CERTIFICATION REGARDING LOBBYING

Approved by OMB Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 13520348-0046
(See reverse for public burden disclosure)

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

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-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.