THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS ACTION AGENDA SUMMARY DEPT: Health Services Agency Urgent Routine Routine AGENDA DATE June 11, 2013 CEO Concurs with Recommendation YES NO ______ (Information Attached)

Approval to Issue a Request for Proposals for the Provision of Nutrition Education and Obesity Prevention Programs to Low-Income Stanislaus County Residents

STAFF RECOMMENDATIONS:

Authorize the General Services Agency (GSA) Purchasing Division to issue a Request for Proposals (RFP) on behalf of the Health Services Agency (HSA) for the provision of Nutrition Education and Obesity Prevention Programs (NEOP) to low-income Stanislaus County residents for the contract period of October 1, 2013 through September 30, 2016.

FISCAL IMPACT:

The Adopted Final Fiscal Year 2012-2013 HSA Public Health budget is approximately \$26 million dollars. The estimated total cost of the contracts that may be awarded for this RFP is approximately \$960,000 over a three-year period or \$320,000 annually. Funding for these contracts is provided through the California Department of Public Health for the United States Department of Agriculture (USDA)/NEOP prevention grant that was approved by the Board of Supervisors on September 25, 2012.

	(Continued on Page 2)
BOARD ACTION AS FOLLOWS:	
	No . 2013-272
On motion of Supervisor Monteith	, Seconded by Supervisor <u>Withrow</u>
and approved by the following vote,	
Ayes: Supervisors: <u>Q'Brien</u> , Withrow, Mont	eith. De Martini and Chairman Chiesa
Noes: Supervisors: None None	· · · · · · · · · · · · · · · · · · ·
Excused or Absent: Supervisors: None	
Abstaining: Supervisor: None	
1) X Approved as recommended	
2) Denied	

3)_____ Approved as amended

4)_____ Other:

MOTION:

ATTEST:

CHRISTINE FERRARO TALLMAN. Clerk

File No.

Approval to Issue a Request for Proposals for the Provision of Nutrition Education and Obesity Prevention Programs to Low-Income Stanislaus County Residents Page 2

FISCAL IMPACT (Continued):

The amount for these contracts is included in HSA's 2012-2013 budget and will be included in the subsequent fiscal year budget proposal. Since the grant is 100% federally funded, there will be no fiscal impact to the County General Fund. Current program staff will oversee the proposal process and subsequent contract monitoring.

DISCUSSION:

The Nutrition Education and Obesity Prevention (NEOP) programs grant is funded by the United States Department of Agriculture (USDA) and administered at the state level by the California Department of Public Health and the California Department of Social Services. The NEOP program consists of a comprehensive local nutrition education and obesity prevention program for the CalFresh eligible population. The HSA serves as the lead health agency and coordinates local partners and involves multiple sectors to improve the nutritional status and prevent obesity among Stanislaus County's low-income population in accordance with the Healthy, Hunger-Free Kids (HHFK) Act of 2010.

There are three priority areas for these programmatic efforts:

- 1. Increase access and consumption of healthy foods.
- 2. Decrease consumption of less healthy foods and beverages, and increase consumption of water.
- 3. Increase physical activity opportunities throughout the day.

The overarching goal is to empower and enable qualifying participants to: select healthy foods and beverages; increase physical activity through nutrition education, social marketing, and environmental supports. These activities potentially prevent or postpone onset of risk factors for diet-related chronic diseases such as Type II diabetes, hypertension, and atherosclerosis. Qualifying participants include: Supplemental Nutrition Assistance Program-Education (SNAP-Ed) and those eligible individuals or families with an income level at or below 185% of the Federal Poverty Level.

One of the grant funding requirements is that the lead agency (HSA) subcontracts out a minimum of 30% of its annual NEOP budget. Local partners and/or agencies then reach the target population and advance dietary change. HSA is requesting approval to issue an RFP for the provision of NEOP programs targeting low-income Stanislaus County residents for a contract period of October 1, 2013 through September 30, 2016. The goal of this RFP focuses funding to increase the number of sectors that can be affected by program interventions. There are three project areas for these proposed dollars. They are:

Approval to Issue a Request for Proposals for the Provision of Nutrition Education and Obesity Prevention Programs to Low-Income Stanislaus County Residents Page 3

- 1. <u>Schools/Afterschool Programs Project</u> contractors are required to build relationships with qualifying schools/afterschool sites' administration, staff, parents, and students to increase access and consumption of healthy foods and beverages through site-based nutrition education and interventions.
- Youth Engagement Project contractors are required to conduct youth engagement projects, at qualifying sites, for those 12-18 years of age. This project engages SNAP-Ed eligible youth in leadership, critical thinking, problem solving, and community-based research. Youth identify and address an issue involving consumption and access to healthy foods, beverages, and local physical activity opportunities by using public health strategies or interventions.
- 3. <u>Peer Education Project</u> contractors are required to conduct a series of nutrition education classes at qualifying sites. They must provide information to increase healthy food access through a peer-to-peer model. Peer educators will be trained to teach a series of nutrition education classes to promote health eating and food security.

The proposed funding availability is as follows: Schools/Afterschool Programs Project, up to \$195,000 annually; Youth Engagement Project, up to \$50,000 annually; and Peer Education Project, up to \$75,000 annually.

All three of the project areas will have an evaluation component to determine if their efforts have been successful and to measure the overall effectiveness of the project.

POLICY ISSUES:

Approval to issue an RFP supports two Board priorities: A Healthy Community and Effective Partnerships. Collaborating with community partners in developing strategies to improve the community's nutritional status and to prevent obesity assists in creating healthier residents through maximizing community relationships.

STAFFING IMPACT:

There is no staffing impact associated with this request as existing staff will support this contracting effort.

CONTACT PERSON:

Colleen Woolsey, Associate Director, Public Health, (209) 558-6833



Stanislaus County Request for Proposal

Nutrition Education Program

Pre-Proposal Conference Date June 27, 2013 at 10:00 a.m.

Closing Date and Time Due July 30, 2013 at 2:30 p.m.

Proposers are required to submit an original and five (5) additional copies of their proposal response (including all required attachments) to the address below. Proposals shall clearly identify the project name, RFP number, and RFP response date on the outside of the envelope and be delivered in a sealed envelope. Failure to do so may cause the proposal to be rejected.

Deliver to: Stanislaus County General Service Agency/Purchasing Division 1010 10th Street Suite #5400 Modesto, CA 95354 (209) 525-6319

Any changes to this RFP are invalid unless specifically modified by Stanislaus County (County) and issued as a separate addendum document. Should there be any question as to changes to the content of this document, the County's copy shall prevail. All addenda and notices related to this solicitation will be posted by the County on Public Purchase. In the event this RFP is obtained through any means other than Public Purchase, the County will not be responsible for the completeness, accuracy or timeliness of the final RFP document.

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SECTION ONE—INTRODUCTION

1.1 Statement of Purpose

The County of Stanislaus (County) is seeking proposals from qualified and experienced organizations for the provision of a Nutrition Education Program on behalf of the County's Health Services Agency.

The selected proposer must meet all the requirements and expectations listed, as well as all the general contractual requirements mandated by the County. Any specifications and processes defined in this Request for Proposal (RFP) reflect the current environment, but in no way limit response to this solicitation. All proposers, however, must explain thoroughly, how their offering meets the minimum service and deliverable expectations specified in the RFP. Award shall be made to the proposer whose proposal is determined in writing to (a) best meet the criteria set forth herein and (b) provide the best value to the County.

This RFP contains the instructions governing the requirements for proposals including the format in which proposal information is to be submitted and the material to be included; the requirements that must be met to be eligible for consideration; and the responsibilities of the proposer before and after implementation.

1.2 Contract Duration

The County intends to enter into a contract with an effective period of October 1, 2013 through September 29, 2016. The County reserves the right to extend this contract on a year-to-year basis; however, in no case shall the renewal extend beyond one year from the expiration date of the original agreement. An extension of the term of this contract will be affected through an amendment to the contract. If the extension of the contract, the increase in the County's maximum liability will also be affected through an amendment to the original contract and shall be based upon rates provided in the original contract and proposal.

1.3 RFP Intent

The Stanislaus County *Network for a Healthy California* Program is funded by a Nutrition Education and Obesity Prevention (NEOP) grant from the United States Department of Agriculture (USDA) Supplemental Nutritional Assistance Program-Education (SNAP-Ed) (also known in California as CalFresh, formerly Food Stamps) through the California Department of Public Health (CDPH).

The NEOP program consists of a comprehensive local nutrition education and obesity prevention program for the CalFresh eligible population. The Health Services Agency (HSA) serves as the lead health agency and coordinates local partners and involves multiple sectors to improve the nutritional status and prevent obesity among Stanislaus County's low-income population in accordance with the Healthy, Hunger-Free Kids (HHFK) Act of 2010.

There are three priority areas for these programmatic efforts:

- 1. Increase access and consumption of healthy foods.
- 2. Decrease consumption of less healthy foods and beverages, and increase consumption of water.
- 3. Increase physical activity opportunities throughout the day.

The overarching goal is to empower and enable qualifying participants to select healthy foods and beverages; increase physical activity through nutrition education, social marketing, and environmental supports. These activities potentially prevent or postpone onset of risk factors for diet-related chronic diseases such as, Type II diabetes, hypertension, and atherosclerosis. Qualifying participants include: Supplemental Nutrition Assistance Program-Education (SNAP-Ed) and those eligible individuals or families with an income level at or below 185% of the Federal Poverty Level (FPL).

PURPOSE

The Stanislaus County Health Services Agency (HSA) *Network for a Healthy California* (*Network*) Program, hereinafter referred to as the *Network* Program, is issuing this Request for Proposals (RFP) to solicit proposals from interested and qualified entities to provide services to improve the nutritional status and prevent obesity among the low income population in accordance with the United State Department of Agriculture's (USDA) SNAP-Ed Guidance. The programs should emphasize a comprehensive approach to improve nutrition. The Stanislaus County *Network* Program has allocated a total of \$320,000 in total funds for Federal Fiscal Year 2013-14 (FFY13/14) for Vendor to implement at least one of the following three projects:

A. <u>Schools/Afterschool Programs Project</u> - proposers are required to build relationships with qualifying schools/afterschool sites' administration, staff, parents, and children to increase access and consumption of healthy foods and beverages through site based nutrition education and interventions.

Target Audience: School aged youth (kindergarten through high school), parents, teachers, and administrators at schools where at least 50% of the students qualify for free and reduced priced meals.

B. <u>Youth Engagement Project</u> - proposers are required to conduct Youth Engagement projects targeting youth between the ages of 12-18. This project aims to engage SNAP-Ed eligible youth in leadership, critical thinking, problem solving, and community-based research. They will identify and address an issue involving consumption and access to healthy foods and beverages and physical activity opportunities in their environment by utilizing strategies or interventions that apply public health approaches.

Target Audience: Youth ages 12-18 at qualifying middle or high schools, youth serving agencies, parks and recreation groups, or afterschool sites and/or school/site administrators.

C. <u>Peer Education Project</u> - proposers are required to implement strategies to conduct a series of nutrition education classes at qualifying sites and to provide information to increase healthy food access though a peer to peer model. Peer educators will be trained to teach a series of nutrition education classes to promote healthy eating and food security.

Target Audience: SNAP-Ed eligible participants, adults with incomes up to 185% of the Federal Poverty Level (FPL).

Note: All program activities must be conducted with SNAP-Ed eligible participants at qualifying sites which in accordance with the USDA's SNAP-Ed eligibility guidance include households with income at or below 185% of the Federal Poverty Level (FPL) in approved census tract locations, local means tested sites, and schools with at least 50% of students receiving Free or Reduced Price Meals. For a complete listing of qualifying census tracts, means tested sites, and schools in Stanislaus County, please review Exhibits A, B and C as referenced below in Appendix A.

FUNDING AMOUNTS

Total Available Funds				
Projects:	Federal Fiscal Year (FFY) 2013/14 (10/01/2013 – 9/30/2014)	Federal Fiscal Year FFY 2014/15 (10/1/2014 – 9/30/2015)	Federal Fiscal Year FFY 2015/16 (10/1/2015-9/30/2016)	
Schools/Afterschool Programs Project	Up to \$195,000	Up to \$195,000	Up to \$195,000	
Youth Engagement Project	Up to \$50,000	Up to \$50,000	Up to \$50,000	
Peer Education Project	Up to \$75,000	Up to \$75,000	Up to \$75,000	

The total amount of funds available for awards through this RFP is contingent upon available funding. Projects are scheduled to begin 10/1/2013 (FFY 13/14), and may be renewed for two additional years through September 30, 2016. One or more proposers may receive funding per project area.

1.4 Proposal Deadline

Original proposals shall be submitted no later than the Proposal Deadline time and date detailed in the Section 2, RFP Schedule of Events. Proposals shall clearly identify the Project Name, RFP Number, and RFP response date on the outside of the envelope and be delivered in a sealed envelope. Failure to do so will cause the proposal to be rejected. It is the County's recommendation that the delivery method chosen require a receipt confirmation. Proposers shall respond to the RFP and any exhibits, attachments, or amendments. A proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified.

Proposers assume the risk of the method of dispatch chosen. The County assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual proposal receipt by the County. Late proposals shall not be accepted nor shall additional time be granted to any potential proposer.

Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means unless specifically requested by Stanislaus County General Services Agency (GSA).

1.5 Nondiscrimination

No person shall be excluded from participation in, denied benefits of, discriminated against in the admission or access to, or discriminated against in treatment or employment in the County's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State Constitutional or statutory law. Additionally, no person shall be excluded from participation in, denied benefits of, or otherwise subjected to discrimination in the performance of contracts with the County or in the employment practices of the County's proposers. Accordingly, all proposers entering into contracts with the County shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.6 Assistance to Proposers with a Disability

Proposers with a disability may receive accommodation regarding the means of communicating this RFP and participating in this procurement process. Proposers with a disability should contact the RFP Point of Contact identified in Section 3.1 to request reasonable accommodation no later than the deadline for accommodation requests detailed in the Section 2, RFP Schedule of Events.

SECTION TWO—RFP SCHEDULE OF EVENTS

2.1 Schedule of Events

The following Schedule of Events represents the County's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be prior to 5:00 p.m., Pacific Daylight Time. The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

SCHEDULE OF EVENTS			
1	County Issues Request for Proposal (RFP)	June 11, 2013	
2	Pre-Conference	June 27, 2013	
3	Question Deadline	July 16, 2013	
4	Assistance to Proposers with a Disability Deadline	July 16, 2013	
5	Submission Deadline—2:30 p.m.	July 30, 2013	
6	Mail - Notice of Intent to Award {Tentative}	T-B-D	
7	Appeals Deadline	July 15, 2013	
8	Board of Supervisors Authorizes Contract	August 27, 2013	
9	Proposer Transition	August 28, 2013 – September 30, 2013	
10	Begin Contract Services	October 1, 2013	

2.2 Pre-Conference Requirement

	MANDATOR	Y ATTENDANCE AT PRE-CONFERENCE
Yes*	and the second s	No

*If attendance is mandatory, Stanislaus County will accept proposals only from those who have attended the Pre-Conference. All other submittals shall be rejected.

2.3 Pre-Conference

A Pre-Conference for all potential proposers is scheduled at the time and date set forth below and in the preceding Section 2.1, Schedule of Events.

PRE-CONFERENCE LOCATION		
Stanislaus County	Health Services Agency	
Date: June 27, 2013	Time: 10:00 a.m.	
Address: 830 Scenic Drive	City: Modesto	
Conference Room: Martin Conference Room	Phone: 209-525-6319	

The purpose of the Pre-Conference is to discuss the work to be performed with the prospective proposers and allow for questions concerning the RFP. Proposers are strongly encouraged to (a) read through this RFP document in its entirety prior to the scheduled Pre-Conference and (b) bring the RFP document in printed format to the scheduled Pre-Conference. The Pre-Conference serves solely to clarify the contents of the RFP and is not intended to provide technical assistance to proposers or to add information to this RFP. The purpose is to answer questions; respond to previously submitted written questions; and clarify any ambiguities. Such clarification may aid potential proposers in deciding whether to submit proposals.

The response to any question that is given orally at the Pre-Conference is to be considered tentative and nonbinding on the County. After the Pre-Conference, the official response to all questions shall be published in writing by issuing an addendum. This is to ensure accurate, consistent responses to all proposers.

SECTION THREE—GENERAL REQUIREMENTS AND INFORMATION

3.1 Proposal Inquiries

Questions, in written form, regarding this proposal should be referred to:

RFP POINT OF CONTACT		
Stanislaus County General Services Agency/Purchasi		
1010 10 th St., Ste. 5400	Modesto, CA 95354-0859	
Attention: Cathy Blair, Sr. Buyer	Phone: 209-525-4346	
E-mail: <u>blairc@stancounty.com</u>	Fax: 209-525-7787	

All inquiries are to be submitted at least ten (10) working business days prior to the proposal closing date. Any responses by the County will be made in written form. Any change in requirements will be done in the form of a written addendum. The receipt of any resulting addendum must be acknowledged in accordance with the directions on the addendum. Oral explanations or instructions given before the award of the contract will not be binding.

3.2 Proposal Format

Proposals must be submitted in the format identified in Section Five—Proposal Submittal Process. All items shall be completed and the signatures of all persons signing shall be written in longhand. GSA Purchasing may not consider proposals not submitted in the format specified.

Proposals shall clearly identify the project name, RFP number, and RFP response date on the outside of the envelope and be delivered in a sealed envelope no later than 2:30 p.m., to:

Stanislaus County GSA Purchasing Division 1010 10th Street, Suite 5400 Modesto, CA 95354-0859

3.3 Proposals Received Late

Proposals received after the time specified will be returned unopened to the respective proposer and will not be considered for evaluation. Proposals will be opened in public at 2:30 p.m. on said date at the above location.

3.4 Alternate Proposals

Alternate proposals will be considered unless otherwise stipulated.

3.5 **Proposal Errors**

Mistakes in a proposer's submittal must be corrected and the correction inserted; the person signing the proposal must initial the correction in ink. The County reserves the right to waive any informalities or minor irregularities in connection with proposals received.

3.6 Default or Failure to Perform

The principal protection of the County's interests in the case of default or other failure to perform shall be by means of bonds. Below are descriptions of the types of bonds that may be required:

3.6.1 Proposal Security

If required, proposal security shall take the form of a bond, a cashier check, or a certified check, representing the proposer's firm commitment to stand behind the RFP price. The proposer's bond shall be prepared and guaranteed by a California admitted corporate surety made payable to the "County of Stanislaus" or the certified check shall be issued and certified by a responsible bank or banker. As a general rule, the proposer's security is in the amount of ten percent (10%). See Page

3.6.2 Performance Bonds

A performance bond may be required to secure fulfillment of all of the proposer's obligations under the contract. If required, the successful proposer shall file with the County a surety bond satisfactory to the County in the amounts noted prior to the execution of the contract or awarding of an RFP by the County. Bonds shall be duly executed by a responsible corporate surety authorized to issue such bonds in California and secured through an authorized agent with an office in California. Proposer shall pay all bond premiums, costs and incidentals. See Page

3.6.3 Payment Bonds

If required to assure the proposer's full discharge of its obligations to subproposer, suppliers, and other labor used on the project, the successful proposer shall file with the County a surety bond issued by a California admitted surety in the amounts noted. See Page

3.7 County Code

All provisions of the County Code are applicable to any proposal submitted or contract awarded pursuant thereto. Note: Stanislaus County enacted a Local Vendor Preference in 2008. Please see the Local Vendor Preference Notice attached hereto in Section 8.

3.8 Award

Within thirty (30) days after the proposal opening, a contract may be awarded by the County to the proposer whose proposal is determined in writing to be the best value to the County, taking into consideration price and adherence to the specifications set forth herein. The time for awarding a contract may be extended at the sole discretion of the County, if required to evaluate proposals or for such other purposes as the County may determine.

3.9 Right of Rejection

The County reserves the right to reject all proposals, as it may deem proper in its absolute discretion.

3.10 Form Agreement/Exceptions and Alternatives

The Sample Agreement attached to this Request for Proposal ("RFP") contains terms and conditions that will become binding upon the successful proposer upon execution of the contract. This Sample Agreement is attached solely for the purpose of informing proposers of the fixed, predetermined, standard contract provisions with which the successful proposer will be required to comply.

If the proposer suggests alternatives or states exceptions to any term or condition in the Agreement, or to any provision or requirement of the RFP, such alternative or exception shall be clearly stated and identified in the submitted proposal. Any alternatives or stated exceptions proposed must satisfy all minimum qualifications specified in this RFP. The successful proposer will otherwise be expected to sign the agreement upon award of the contract. The County expressly reserves the right, in its sole discretion, to (1) reject a proposal containing any exception or alternatives as non-conforming, or (2) accept any proposal alternative or exception and to award a contract based thereon if determined to be in the best interest of the County.

3.11 Nondiscrimination

Stanislaus County does not unlawfully discriminate in violation of any federal, state or local law, rule or regulation because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition, marital status, age, political affiliation, sex or sexual orientation.

3.12 Failure to Comply

The County cannot accept any proposal that does not comply with all of the above stated requirements.

3.13 Protest and Appeal Procedures

3.13.1 General

Proposers wishing to protest or appeal a procurement or contracting decision by the County of Stanislaus GSA Purchasing Division must follow the procedures provided by this section. Protests or appeals that are not submitted in accordance with these procedures will not be reviewed.

3.13.2 Definitions

For the purposes of this procedure:

- 1. "Board of Supervisors" means the Stanislaus County Board of Supervisors.
- 2. "Days" means working days of the County of Stanislaus.
- 3. "Filing Date" or "Submission Date" means the date of receipt by the Purchasing Division of the County of Stanislaus.
- 4. "Interested Party" means an actual or prospective proposer or contractor.
- 5. "Proposal" includes the term "offer" as used in the context of formal, informal, or negotiated procurements.
- 6. "Purchasing Agent" means the Stanislaus County Purchasing Agent.

3.13.3 Protest Procedure

1. Any Interested Party may file a written protest with the Purchasing Agent not later than five (5) days after date of mailing a Notice of Intended Award or Notice of Non-Award.

- 2. The protest shall be delivered by a courier or sent by registered mail to the Purchasing Agent.
- 3. The protest filed with the Purchasing Agent shall:
 - a. Include the name, address, and business telephone number of the protestor.
 - b. Identify the project under protest by name, RFP number, and RFP date.
 - c. Contain a concise statement of the grounds for protest; provided, however, RFP processes and procedures, including evaluation criteria, shall not be proper grounds for protest. Concerns related to such issues should be raised and addressed, if at all, prior to the bid or proposal opening date to allow adjustments before evaluation of bids or proposals.
 - d. Provide all supporting documentation, if any. Documentation submitted after filing the protest will not be considered during review of the protest or during any appeal.

3.13.4 Protest Review

- 1. Upon receipt of a written protest, the Purchasing Agent shall review all the submitted materials and shall create and retain a written record of the review. The Purchasing Agent shall respond in writing at least generally to each material issue raised in the protest not later than ten (10) days after receipt of the written protest.
- 2. If the protested procurement involves federal funds, interested parties may have the right to appeal to the appropriate federal agency. When applicable, the Purchasing Agent shall give notice to the interested party that he or she has the right to such an appeal and shall identify the federal agency by name and address. When applicable, an appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested party(ies).
- 3. Purchasing Agent decisions may be appealed in writing to the Board of Supervisors not later than ten (10) days after date the Purchasing Agent's decision is mailed to the protesting party. Such appeal shall be delivered by a courier or sent by registered mail to the Board of Supervisors, with a copy to the Purchasing Agent. The Board of Supervisors shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the Purchasing Agent. The appealing party may be represented by legal counsel if desired. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation. The decision of the Board of Supervisors shall be final unless the protested procurements are subject to the federal appeal process set forth in paragraph 2 above, in which case the decision of the applicable federal agency shall be final.

3.14 Contract Debarment

- 1. The regulations guiding Contractor Debarment are found in the Federal Acquisition Regulation (FAR), subpart 9.4 Debarment, Suspension, and Ineligibility.
- 2. When a procurement or contract involves the use of Federal Funding, the Purchasing Agent (or designee) is required to determine if the contractor or subcontractor has been debarred, suspended, or proposed for debarment.
- 3. The Federal General Services Administration operates the web-based Excluded Parties List System (EPLS), which names all contractors debarred, suspended, proposed for debarment, declared ineligible, or excluded or disqualified under the non-procurement common rule (FAR 9.404 b 1).
- 4. Contractors debarred, suspended, or proposed for debarment are excluded from receiving contracts. Purchasing shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors, unless the Purchasing Agent determines that there is a compelling reason for such action. Contractors debarred, suspended, or proposed for

debarment are also excluded from conducting business with the County as agents or representatives of other contractors (FAR 9.405 a).

- 5. Contractors included in the EPLS as having been declared ineligible on the basis of statutory or other regulatory procedures are excluded from receiving contracts, and if applicable, subcontracts, under the conditions and for the period set forth in the statute or regulation. Purchasing shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors under those conditions and for that time period (FAR 9.405 b).
- 6. Contractors debarred, suspended, or proposed for debarment are excluded from acting as individual sureties (FAR 9.405 c).
- 7. After the opening of bids or receipt of proposals, the Purchasing Agent (or designee) shall review the EPLS. Bids received from any listed contractor in response to an invitation for bid shall be rejected unless the Purchasing Agent determines there is a compelling reason to consider the bid. Proposals, quotations, or offers received from any listed contractor shall not be evaluated for award or included in the competitive range, nor shall discussions be conducted with a listed offeror during a period of ineligibility, unless the Purchasing Agent determines that there is a compelling reason to do so. If the period of ineligibility expires or is terminated prior to award, the Purchasing Agent may, but is not required to, consider such proposals, quotations, or offers. Immediately prior to award, the Purchasing Agent (or designee) shall again review the EPLS to ensure that no award is made to a listed contractor (FAR 9.405 d 1-4).

3.15 Federal E-Verify Contracting Regulations

- As of September 8, 2009, the U.S. Citizenship and Immigration Services' has required federal contractors and subcontractors to begin using the E-Verify system to verify their employees' eligibility to legally work in the United States. E- Verify is an internet based online system operated jointly by the Department of Homeland Security (DHS) and the Social Security Administration (SSA) that confirms the identify information provided on the applicant or employee's I-9 form.
- 2. The new regulation only affects federal contractors who are awarded a new contract after September 8, 2009 that includes the E-Verify Clause. Federal contractors agree, through language included in their federal contracts, to use E-Verify to check the eligibility of employees hired and current employees who perform contract services during the contract term. The same clause will also be required in subcontracts over \$3,000 for services and construction. Contracts that are exempt from this rule are those that are for less than \$100,000 and those that are for commercially available off-the-shelf items.
- 3. Vendors awarded a federal contract that includes the E-Verify clause will be required to enroll in E-Verify within thirty (30) days from the contract award date. This process will require vendor's Human Resource Department to use the E-Verify system to verify the employment eligibility of all new hires and any existing employees directly working on the federal contracts.
- 4. Failure to adhere to this new standard may jeopardize vendor's Federal contracting status. Further information and instructions are available at <u>www.uscis.gov/e-verify</u>.

SECTION FOUR—TERMS AND CONDITIONS

4.1 Cost of Preparation of Proposal

The County shall not pay costs incurred in the proposal preparation, printing, or demonstration process. All such costs shall be borne by the proposer.

4.2 Rights to Pertinent Materials

All responses, inquiries, and correspondence relating to the Request For Proposal and all reports, charts, coverage maps, displays, schedules, exhibits, and other documentation produced by the proposer that are submitted as part of the proposal shall become the property of the County after the proposal submission deadline.

Proposers shall be responsible for identifying information in their responses deemed to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information shall be held in confidence whenever possible. All other information shall be considered public after the award of the RFP.

4.3 Public Records Act

All proposals become public information no later than after the award of the RFP, with the exception of those portions of a proposal that are identified at the time of the submittal by the proposer as "Confidential" or "Proprietary" and which are reasonably deemed by the County as not being public documents that must be disclosed under applicable sections of the California Public Records Act and other appropriate statues and regulations.

4.4 Modification of Scope of Work

The Scope of Work may be amended to meet available funding or to best meet the needs of the County. In the event that any additional services are required as identified herein, the County reserves the right to add such services by amending the contract.

4.5 Right of County to Reject Proposals

The County reserves the right to reject any and all proposals or any part of the proposals, to waive minor defects or technicalities, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the County may deem necessary.

All proposals received after the time specified in this Notice will not be considered and will be returned unopened.

4.6 Examination of Proposal Documents

Proposers shall carefully examine the specification and satisfy themselves as to their sufficiency, and shall not at any time after submission of the proposal, dispute or complain of such Specifications and the directions explaining or interpreting them. Any questions or concerns that arise shall be submitted in writing to the contact person identified in Section 3.1 prior to the question deadline.

Should a proposer find discrepancies in, or omissions from, the specifications, or should the undersigned be in doubt as to their meaning, the undersigned shall at once notify the Stanislaus County Purchasing Division. Notification is to be in written form and must be submitted at least

ten (10) days prior to the proposal closing date. Any interpretations by the County will be made in the form of a written addendum. Any change in requirements will also be done in the form of a written addendum. The receipt of any resulting amendment must be acknowledged in accordance with the directions on the amendment. **Oral explanations or instructions given before the award of the contract will not be binding.**

4.7 Insurance Provisions

The "Insurance Provisions" contained in Section 6 of the Sample Agreement are hereby made a part of this RFP and any resultant contract. The proposer shall acknowledge in their proposal responses their ability to meet the below insurance requirements and the requirements contained in the Sample Agreement. All exceptions to the insurance requirements must be communicated in writing and included with the proposal response. The proposer awarded the Agreement shall provide the County with a Certificate of Insurance and endorsements meeting and/or containing the following:

- 1. Policy limits of insurance as required in the Sample Agreement Page 44;
- 2. Deductibles shall be declared;
- 3. NAIC# for insurers shall be provided on the certificate;
- 4. 30 day notice of cancellation;
- 5. Certificate Holder is "Stanislaus County;"
- 6. Endorsement naming "Stanislaus County" as additional insured (GL and Auto);
- 7. Waiver of subrogation (Worker's Compensation Page 45 of the Sample Agreement);
- 8. Carrier admitted/licensed to issue insurance in California; and
- 9. Best's rating of no less than A-, and Financial Size Category of at least VII.

An "Insurance Checklist" is included in this RFP package on Page 29.

4.8 Sample Agreement

A Sample Agreement is attached solely for the purpose of informing the proposer of the fixed, predetermined, standard contract provisions with which they will be required to comply and, with the exception of the insurance requirements set forth therein and described in detail in section 4.7 above, do not constitute requirements of this RFP. These provisions are subject to revision by the County at any time prior to the signing of the agreement.

The submission of a proposal shall be considered an agreement to all the terms, conditions (including insurance requirements) and specifications set forth in this RFP and in the various proposal documents, unless specifically noted otherwise in the proposal.

SECTION FIVE—PROPOSAL SUBMITTAL PROCESS

5.1 Submittal Documents

Proposers shall submit the following documents as a response to this RFP:

- 1. Signed Proposal Cover Page;
- 2. Local Vendor Preference;
- 3. RFP package completed and signed;
- 4. W9 form Request for Taxpayer Identification Number and Certification;
- 5. Exceptions to the terms and conditions of this RFP;
- 6. Exception to the Sample Agreement;
- 7. Insurance Checklist;
- 8. Signed Non-Collusion Affidavit;
- 9. Response Clarification Addendum
- 10. Agency Background and Capacity
- 11. Project Evaluation
- 12. Exhibit "D"; Schools/Afterschool Program Project (SOW); or
- 13. Exhibit "E"; Peer Education Project (SOW); or
- 14. Exhibit "F"; Youth Engagement Project (SOW)
- 15. Budget Worksheets...Forms 2, 2A, 3, 3A, 4 and 4A.

Proposals shall contain all of the elements set forth in Section 5.2 below and shall be submitted in three (3) separately sealed envelopes, each clearly identifying the project name, number and closing date. The envelopes shall be marked as follows:

- 1. One marked "FINANCIAL REPORTS" consisting of those items set forth in section 5.3.1 below. Note that only one (1) set of the Financial Reports are required.
- One marked "QUALIFICATION PROPOSAL" which shall consist of items 1 11, including item 12, or 13 or 14 above, as well as those items requested in Section 5.3.2 below. NOTE: an original and 5 copies of the Qualification Proposal are required.
- 3. One marked "BUDGET WORKSHEETS" which shall consist of item 15 and shall include an original and five (5) copies of the Budget Worksheets.

5.2 Proposal Submittal

Proposals shall be submitted to GSA Purchasing at the place and time specified in this notice.

5.3 Proposal Elements

The "PROPOSAL" response shall be divided into three parts:

Part One—Financial Reports Part Two—Qualification Proposal Part Three—Budget Worksheets

Each part shall be proceeded by an 8 $\frac{1}{2}$ " by 11" tab divider, with each part clearly labeled. Proposal documents not identified above shall be included in a section labeled "Other RFP documents."

Below are the detailed elements of part of the proposal. Proposers shall address these elements as indicated:

5.3.1 Part One—Financial Reports

Proposers are required to submit only one copy of Financial Reports *in original response only* which includes detailed information about the proposer's financial condition, which includes the following information:

- 1. Balance sheet, last three (3) years.
- 2. Latest interim Balance Sheet and Income Sheet.
- 3. Proof of insurance satisfactory and acceptable to the County as evidence that insurance meets the requirements set forth in Section 6, Insurance, of the Sample Agreement included in the RFP package.

Please note that Proposers may not submit income tax returns in lieu of the above requested items.

5.3.2 Part Two—Qualification Proposal

In the Qualification Proposal, proposer may submit proposals to fulfill one or more projects. If interested in more than one project, separate applications are required. Proposers are not required to apply for more than one project. Only one application will be considered per agency per project.

1. Agency Background and Capacity:

This section shall be scored as described in the Evaluation Criteria (Page 23) and shall include responses to the following:

- a. Description of agency to include its mission/goals and a demonstrated organizational commitment to obesity prevention, nutrition, and/or physical activity issues.
- b. Description of staff capacity (e.g., diversity, expertise, interdisciplinary work, etc.) to implement a nutrition education and obesity prevention project. Specify any experience specific to working with schools, youth serving programs, and neighborhood based organizations as appropriate to the project being applied for.
- c. Description of agency ability to initiate program activities on 10/1/2013 start date (e.g., including a timeline of what is required for obtaining internal or external approvals in an expedient manner).
- d. Description of how agency will build on existing expertise and community partnerships. Include experience working with low income community members and/or students.

2. Scope of Work Implementation / Activities:

The scope of work has been completed with required activities that will be used as the basis for contract negotiations. The scope of work, along with the budget, will become a legally binding document. The negotiated scope and any subsequent revisions will be incorporated into the contract. Contractor is required to provide an overall description of how the scope of work will be implemented. Please note, each project area has its own set of questions. Complete only the section specific to the project being applied for.

<u>Schools and Afterschool Programs Project</u> – Clearly explain the specific steps that will be taken to implement the "scope of work" activities including:

a. The number of sites that will be engaged as well as the number of students and parents that will be reached.

- b. Description of the intervention location(s) and why it was selected to participate. Proposers must identify the Qualifying Census Tract reference in the description for the *Network* Project intervention location(s), Means Tested Sites, or the Qualifying School Sites. (Refer to Exhibits "A", "B" and "C" – Under Appendix A below)
- c. Description of how the *Network* Project will advance healthy change and meet the needs of the SNAP-Ed eligible community related to nutrition, obesity and food security.
- d. How sites and teachers/staff will be recruited, trained, retained and supported.
- e. How parents will be engaged in the project.
- f. Describe the steps that will be taken to develop relationships and support for this project including building or expanding current relationships/partnerships.
- g. Describe steps that will be taken to ensure there is no duplication of services among agencies providing SNAP-Ed in the targeted area.
- h. Identify any challenges or barriers that maybe be faced in project implementation and describe the plan to address them.
- i. Complete the Scope of Work (**Exhibit** "**D**"). Complete the numbers to be reached in the Objective and Responsible Party column.

<u>Peer Education Project</u> – Clearly explain the specific steps that will be taken to implement the "scope of work" activities including:

- a. The number of peer educators that will be trained, and the number of peers (SNAP-Ed eligible participants) to be reached.
- b. Description of the intervention location(s) and why it was selected to participate. Proposers must identify the Qualifying Census Tract reference in the description for the *Network* Project intervention location(s), Means Tested Sites, or the Qualifying School Sites. (Refer to Exhibits "A", "B" and "C" – Under Appendix A below)
- c. Description of how the *Network* Project will advance healthy change and meet the needs of the SNAP-Ed eligible community related to nutrition, obesity and food security (i.e., developing local capacity and filling gaps, etc.).
- d. How the peer educators will be recruited, trained, supported and retained.
- e. How the peers (SNAP-Ed eligible participants) will be recruited to attend classes and plans to retain to ensure completion of the series of classes.
- f. Describe steps that will be taken to ensure there is no duplication of services among agencies providing SNAP-Ed in the targeted area.
- g. Identify any challenges or barriers that maybe be faced in project implementation and describe the plan to address them.
- h. Complete the Scope of Work (**Exhibit** "**E**"). Complete the numbers to be reached in the Objective and Responsible Party column.

<u>Youth Engagement Project</u> – Clearly explain the specific steps that will be taken to implement the "scope of work" activities including:

- Description of the intervention location(s) and why it was selected to participate. Proposers must identify the Qualifying Census Tract reference in the description for the *Network* Project intervention location(s), Means Tested Sites, or the Qualifying School Sites. (Refer to Exhibit "A", "B" and "C" – Under Appendix A below)
- b. How the Adult Ally will be recruited.
- c. How the students will be recruited.

- d. Describe the project orientation.
- e. Describe the steps that will likely be taken to work with the youth to develop and implement their project.
- f. Describe steps that will be taken to ensure there is no duplication of services among agencies providing SNAP-Ed in the targeted area.
- g. Identify any challenges or barriers that maybe be faced in project implementation and describe the plan to address them.
- h. Complete the Scope of Work (**Exhibit "F"**). Complete the numbers to be reached in the Objective and Responsible Party column.

3. Project Evaluation:

Contractors will be required to engage in *Network* Program evaluation activities. Evaluation activities will entail collecting and recording client-level data including demographics as well as the number and types of services received. Contractors will be responsible for distributing and collecting *Network* survey instruments and developing bi-annual written reports of process and outcome data.

Proposers responses should address the following areas:

- a. Description of the agency's experience with collecting client-level data as well as administering pre and post-test survey instruments to members of the target population.
- b. Description of the agency's experience in process evaluation including collecting and reporting on project deliverables (attendance sheets, documentation of participation in program activities, site assessments, etc.)
- c. Inclusion of name(s) and capabilities of all person(s) and agencies that will be responsible for overseeing the evaluation of the project.
- d. Description of agency's experience conducting program evaluation including measuring program effectiveness, impact of trainings provided, and pre and post intervention site assessments.

4. Letters of Support:

Include letters of support from two to three organizations.

5.3.3 Part Three—Budget Worksheet

Budget and Budget Justification:

Applicants must complete the Budget Cover Sheet (Form #1), Staffing Sheets, (Forms 2, 3 and 4) and Budget Justification Forms (2A, 3A and 4A) for each fiscal year (FFY 13/14, FFY 14/15 and FFY 15/16. Complete the Budget Justification Form using estimated expenses in the appropriate categories.

- 1. Worksheet shall contain the total cost in U.S. dollars.
- 2. This shall form the basis for payments to the successful proposer, as well as for adjustments to the value of the Agreement in the event the scope of work varies from that proposed.
- 3. The proposer shall provide pricing for a period of time as described in Section I, Item 1.3; Contract Duration, illustrating each fiscal year separately. Should the County and the successful proposer mutually agree to renew the Agreement,

the budget worksheets provided by the proposer in its RFP response for the subsequent years shall be utilized.

- 4. ALL cost incurred and billed to the County, including labor, materials, overhead and profit shall be included within the Proposers Budget Worksheets.
 - a. Provide sufficient detail in the budget to support proposed activities in the SOW.
 - b. Provide a list of staff in budget that meets staffing requirement to ensure completion of SOW.
 - c. Proposed salary/wage rates for in-house and subcontracted personnel are reasonable and necessary based on the assigned level of responsibility. Ensure salary/wage/stipend is provided for Peer Educators involved in the Peer Education Project.
 - d. Total operating and equipment costs are reasonable and necessary, and kept to a minimum.
 - e. Ensure travel and per diem costs are reasonable and necessary and based on California Department of Personnel Administration (DPA) reimbursement rates as outlined in the Budget and Budget Justification Instructions.
 - f. Other costs are reasonable and necessary based on the quality and quantity of the activities to be performed in the SOW and a basis for the cost breakdown and formulas of expenses are provided.
 - g. Follow *Network* Allowable and Unallowable Activities/Costs. (See Page 56 for more details.)
 - h. Budget calculations are accurate.

SECTION SIX—EVALUATION CRITERIA AND PROPOSER SELECTION

6.1 Evaluation of Proposals

This section identifies the selection process, evaluation criteria, and steps that shall be used in evaluating Proposer responses. Award shall be made to the proposer whose proposal is determined in writing to (a) best meet the criteria set forth herein and (b) provide the best value to the County. The following describes the evaluation process and associated components.

6.2 Selection Process

The County shall name, for the purpose of evaluating the proposals received in response to this RFP, establish an Evaluation Committee (EC) composed of representatives from the County. The County may elect to include as part of the Committee qualified representatives from other agencies or entities.

Proposal documentation requirements set forth in this RFP are designed to provide guidance to the proposer concerning the type of information that shall be used by the EC. Proposers shall be prepared to respond to requests by the EC for oral presentations, facility surveys, and other items deemed necessary to assist in the detailed evaluation process. Proposers are advised that the County, at its option, may award this proposal on the basis of the initial proposals.

6.3 Evaluation Phases

It is anticipated that the following steps will be performed by the EC in evaluating proposals; however, a strict observance to the Evaluation Steps is not required. A description of each evaluation step is provided.

- Phase I Review and Evaluate Proposals Submission (for completeness and financial stability)
- Phase II Evaluation of Qualification Proposals (may include interviews and reference checks)
- Phase III Review and Evaluation of Budget Worksheet

6.3.1 Phase | Pass/Fail

Phase I is a pass/fail evaluation for submission completeness and financial review. Purchasing will conduct a pass/fail analysis of (a) each submitted Proposal for completeness and (b). the financial stability of each proposer. Upon completion of its analysis, Purchasing, will forward those Proposals including the Budget Worksheets that have passed Phase I the Evaluation Committee (EC).

6.3.2 Phase II Proposal Evaluation

In Phase II, the EC will review and evaluate the proposals and the qualifications of the proposers, and each proposer will be given a score. During this phase reference checks will be performed, and proposers may be interviewed. Should the County exercise the option to interview, only those proposers judged by the EC to be the most qualified to perform the work contemplated herein shall be placed on an "interview list." Those on the interview list shall be requested to make a formal presentation of their proposals to the County. On the basis of the oral presentation and the written proposal, the evaluators shall make a final ranking of potential proposers.

6.3.3 Phase III Budget Worksheet Evaluation

In Phase III, Purchasing shall forward all Budget Worksheets to the EC for evaluation. The EC shall review the Budget Worksheets and select/recommend the proposal which is determined in writing to (a) best meet the criteria set forth herein and (b) provide the best value to the County.

The EC shall be responsible for performing the evaluations of each proposal, including an evaluation of the proposed budget. Each member of the EC shall rate the proposals separately unless the proposals are technical in nature. In such cases a subject matter expert may be called upon to score that section of the RFP for all proposals. The scores of each member of the EC shall then be averaged to provide a total score for each of the proposers. The proposals shall be evaluated on the following categories and the maximum weight possible for each category is listed below:

ADDO ADDO	NUMBER OF THE OWNER
EVALUATION CATEGORIES—THREE PHASES	MAXIMUM POINTS
Phase I – Review and Evaluate Financials	Pass / Fail
Notify Vendors Not Proceeding onto Phase II	
PHASE II	MAXIMUM POINTS
Phase II – Qualification Proposal Evaluation – Part A: Agency Background and Capacity	
 a. Appropriate agency and staff expertise and capacity. b. Infrastructure is in place to initiate program activities. c. Ability to Initiate Program by 10/1/2013 d. Describe Existing Programs and Partnerships 	25
 Phase II – Qualification Proposal Evaluation – Part B: Scope of Work Implementation a. Outlines a complete and realistic plan for program implementation including a clear understanding of the target population and community engagement. b. Understands barriers that may be present, and describes a thoughtful plan to address these issues. c. Adequate number of qualifying sites selected for project implementation. d. Shows clear plan for partner, participant, and staff recruitment, training, and retention. 	30
 Phase II – Qualification Proposal Evaluation - Part C: Scope of Work a. Staff identified in Scope of Work under Appendix A, Exhibits D thru F, pages 68-77 is consistent with Budget Worksheet on Page 39. 	10

a. Pha	 bject Evaluation Narrative Shows adequate project evaluation experience, expertise and capacity. ase II – Qualification Proposal Evaluation – Part E: alue Added - Letters of Support" 	1	15 5
Sul	b Total for Proposal Points:	3	85
PH	ASE III		
a. b. c. d.	 Base III – Budget Worksheet Provided sufficient detail in the budget to support proposed activities in the SOW. Provided a list of staff in budget that meets staffing requirement to ensure completion of SOW. Proposed salary/wage rates for in-house and subcontracted personnel are reasonable and necessary based on the assigned level of responsibility. <i>Ensure salary/wage/stipend is provided for Peer Educators involved in the Peer Education Project</i>. Total Operating and Equipment costs are reasonable and necessary, and kept to a minimum. Ensure Travel and Per Diem costs are reasonable and necessary and based on California Department of Personnel Administration (DPA) reimbursement rates as outlined in the Budget and Budget Justification Instructions. Other Costs are reasonable and necessary based on the quality and quantity of the activities to be performed in the SOW and a basis for the cost breakdown and formulas of expenses are provided. Budget calculations are accurate. 		15
Tot	al for Proposal Points:	10	00

6.4 Award

Award will be made to the proposer whose proposal best meets the criteria set forth herein and provides the best value to the County, with budget and all other factors considered.

SECTION SEVEN—STANDARD CONTRACT INFORMATION

7.1 Contract Approval

The RFP and the proposer selection processes do not obligate the County and do not create rights, interests, or claims of entitlement in the apparent best evaluated proposer. Contract award and County obligations pursuant thereto shall commence only after the contract is signed by the proposer and the County Purchasing Agent and by all other County officials as required by County ordinances and regulations to establish a legally binding contract.

7.2 Contract Payments

Contract payments shall be made in accordance with the payment terms and conditions set forth in the final contract. No payment shall be made until the contract is fully executed and approved as required by County ordinances and regulations. Under no conditions shall the County be liable for payment of any type associated with the contract or responsible for any work done by the proposer regardless of whether work was done in good faith and upon verbal direction to proceed with the delivery of services, if such direction occurs before (a) the contract start date specified by the contract or (b) contract approval by County officials as required by applicable statutes and rules of the County of Stanislaus.

7.3 RFP and Proposal Incorporated into Final Contract

This RFP, associated addenda and the successful proposal shall be incorporated into the final contract.

7.4 Contract Monitoring

The successful proposer shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the County. The County may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the County may inspect those areas of the successful proposer's place of business that are related to the performance of the contract. If the County requires such an inspection, the successful proposer shall provide reasonable access and assistance.

7.5 Contract Amendment

During the course of this contract, the County may request the successful proposer to perform additional work for which the successful proposer would be compensated. Such work shall be within the general scope of this RFP. In such instances, the County shall provide a written description of the additional work, and the successful proposer shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the successful proposer's response to this RFP. If the County and the successful proposer reach an agreement regarding the work and associated compensation, said agreement shall become effective by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the successful proposer and the head of the procuring County agency and must be approved by other County officials as required by County laws and regulations. The successful proposer shall not commence additional work until the County has issued a written contract amendment and secured all required approvals.

Stanislaus County Request for Proposal

Attachments:

Sample Agreement

Non-Collusion Affidavit to be Executed by Proposer and Submitted

Non-Collusion Affidavit Signature Page

Insurance Checklist

Bond Requirements

Proposal Cover Page

Local Vendor Preference Notice

Response Clarification Addendum

Proposal Checklist

Budget Worksheets

Sample Contract



NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH RFP

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the County of Stanislaus, Stanislaus County Purchasing Division:

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the Proposer declares that the RFP is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly on indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham proposal or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of any one interested in the proposer has not, directly, submitted his or her proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal, depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

DECLARATION UNDER PENALTY OF PERJURY

The undersigned Proposer declares and certifies under the penalty of perjury: that the only persons or parties interested in this RFP as principals are those named herein as Proposer, that he/she holds the position indicated below as a corporate officer or the owner or a partner in the business entity submitting this proposal; that the undersigned has examined the "General Conditions and Instructions to Proposers" and the specifications; that the undersigned is informed of all the relevant facts surrounding the preparation and submission of this RFP, that the undersigned (if awarded a contract) will execute and fully perform the contract for which the proposals are called; that the undersigned will perform all the work and/or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the undersigned will take in full payment therefore, the prices set forth in the pricing schedule of the contract; that the undersigned knows and represents and warrants to the County of Stanislaus that this proposal is prepared and submitted without collusion with any other person, business entity, or corporation with any interest in this proposal.

(Please sign on the following page)

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH RFP

RFP PROPOSERS INFORMATION						
Name of Proposer:	Name of Proposer:					
Primary Contact for Proposing Agency:						
Business Address:						
City:	Zip Code:	State:				
Phone:	Fax #:					
Taxpayer ID #:	Business License #:					
E-mail: 🗌						
Type of Business:		97 				
 Individual doing business under own name Individual doing business using a firm name Joint Venture—attach agreement 						
Date Signed:						
Print Name:						
Signature: Initials:						
Title:						

I declare under penalty of perjury that the foregoing is true and correct.

To be signed by authorized corporate officer or partner or individual submitting the proposal.

The above Non-Collusion Affidavit is part of the RFP. Signing this RFP on the signature portion thereof shall also constitute signature of this Non-Collusion Affidavit. Proposers are cautioned that making a false certification may result in criminal prosecution.

INSURANCE CHECKLIST

CERTIFICATE OF INSURANCE CHECKLIST						
Name of Proposer:						
	General Liability	Auto	Workers' Compensation			
NAIC # of insurers is provided on the certificate.						
Policy limits of insurance meet requirements in the agreement.						
Deductibles are declared and approved or waived by County.						
Expiration date of policy is six months or more into the future.						
30 day notice of cancellation included.						
Certificate Holder is "Stanislaus County."						
Endorsement naming "Stanislaus County" as "Additional Insured" included.						
Waiver of subrogation endorsement included.						
Carrier is admitted/licensed to issue insurance in California.						
Best's rating of no less than A-, and Financial Size Category of at least VII.						
Pollution Insurance requirement.						

Resource Help:

LESLI surplus line carrier is okay if no California carrier writes the insurance. If carrier is reinsured, must be approved by County Counsel.

If not in California:

http://cdinswww.insurance.ca.gov/pls/wu co lines/idb co list\$.startup

For all "Insurers" listed on Certificate; State Fund is okay/an exception

For information on ratings:

http://www3.ambest.com/ratings/advanced.asp?bl=0&Menu=Search+Best%27s+Ratings

BOND REQUIREMENTS

Section 3, General Requirements and Information, describes the specific security/bonding requirements. If required, only the successful Proposer shall submit a performance and payment bond as described in this RFP.

BOND REQUIRED					
Proposal Security required	🗌 Yes	🖂 No	Amount 10% of the Project Price		
Performance Bond required	🗌 Yes	🖾 No	Amount 100%		
Payment Bond required	🗌 Yes	No No	Amount 100%		

FOR COUNTY USE ONLY

Proposal was opened on the following date and at the prescribed place.

FOR COUNTY USE ONLY					
Cashiers or Certified Check drawn on a California Bank.	🗌 Yes	□ No			
Surety Bond	🗌 Yes	🗌 No			
Date:					
Stanislaus County General Services Agency Purchasing Division					
Signature:	Initials:				
Title:					



The undersigned certifies and declares that any and all statements and information in the attached proposal are true and correct.

RFP PROPOSERS INFORMATION					
Name of Proposing Agency:					
Primary Contact for Proposing Agency:					
Project Name: Nutrition Education Program	RFP #: 13-11-SS	RFP Closing Date:			
Business Address:					
City:	Zip Code:		State:		
Phone:	Fax #:				
Taxpayer ID #:	Business License #:				
E-mail:	Phone:				
Date Signed:					
Print Name:					
Signature:			Initials:		
Title:	<u> </u>				

FOR COUNTY USE ONLY				
Proposal Number:			Date:	
Received by:		<i>V</i>		
Title:				



LOCAL VENDOR PREFERENCE NOTICE

TO: ALL PROSPECTIVE PROPOSERS

SUBJECT: LOCAL VENDOR PREFERENCE

Stanislaus County (County) has established a local vendor preference (see Stanislaus County Code § 2.24.125) which defines a local vendor as any business that:

- 1. Has a fixed office or distribution point located within the county of Stanislaus for at least one year prior to the transaction for which preference is claimed (post office boxes do not qualify as a verifiable business address; and.
- 2. Holds a valid business license issued by the County or a city within the County; and
- 3. Employs at least one full-time employee whose primary residence is located in Stanislaus County; or if the vendor has no employees, at least fifty percent (50%) of vendor's business shall be owned by one or more persons whose primary residence is located in Stanislaus County.

Individual County Buyers evaluate bids, quotes and proposals considering the local vendor preference described above. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (209) 525-6319. Each vendor is encouraged to quote the lowest price at which items or services listed in County proposals can be furnished.

	Yes	No
1. Do you claim local vendor preference? If so, please complete		
2. Do you conduct business in an office with a physical location		
within Stanislaus County?		
(a) If yes, provide business address:		
(b) Date on which business was established at this address:		
3. Does your business hold a valid business license issued by		
Stanislaus County or a city within Stanislaus County?		
(a) If yes, provide license number () and nar	ne of local a	gency
which issued license ()	0
4. Do you have either:		
(a) At least one full-time employee whose primary residence		
is located in Stanislaus County		
(b) If you have no employees, is at least fifty percent (50%)		
of your business owned by one or more persons whose		
primary residence is located in Stanislaus County?		

Proposer's Name (printed):	
Proposer's Signature:	
Title:	



RESPONSE CLARIFICATION ADDENDUM					
Addendum Number	Dated	Date Received	Initials		
		V			
			Ŵ		
Print Proposers Name:					
Proposers Signature:					
Title:					

Signed addenda/addendum to be included in the RFP response. If an addenda/addendum is issued, the Proposer shall complete the above form and return it with the RFP response.



PROPOSAL CHECKLIST

	SUBMITTAL CHECKLIST		
		YES	NO
1	Signed Proposal Cover Page.		
2	Local Vendor Preference Notice		
3	RFP package completed and signed. Submit an original and 5 additional signed copies.		
4	W9 form Request for Taxpayer Identification Number and Certification.		
5	Exceptions to the terms and conditions of this RFP.		
6	Exception to the Sample Agreement.		
7	Insurance Checklist.		
8	One separately sealed envelope marked "FINANCIALS", with one (1) original copy only.		
9	One separately sealed envelope marked "PROPOSALS"		
10	One separately sealed envelope marked "RFP-BUDGET WORKSHEETS"		
11	Signed Non-Collusion Affidavit.		
12	Bond Requirements.		
13	Response Clarification Addendum		

Please return this checklist with your Request for Proposal submittal packet.

General Information:

This workbook contains multiple tables. Please be sure to complete each tab:

- Budget Cover Sheet (BCS)
- Staffing Sheet
- Budget Justification Sheet

The Job Descriptions Tab is to be used as a reference. See instructions under Staffing Tab below. Proposers must use the California Department of Human Resources (CalHR)/California Department of Public Health (CDPH) Travel Reimbursement Rates. See Travel Reimbursement Information -Attachment in RFP document, pages 47-48.

INSTRUCTIONS FOR EACH TAB

Budget Cover Sheet (BCS) Tab

Please enter the proposer/agency name.

The totals for each Federal Fiscal Year (FFY) should equal the amount proposer is applying for. Each Budget Category total should match the Budget Justification.

Staffing Tab

<u>Position/Title</u> – Refer to the Job Descriptions Tab and locate the applicable job title/description. This should be one of the titles found on the list of USDA-approved generic position descriptions. If the generic title differs from the employee's official title, list the official title in column C next to the USDA approved position title

• **Position Name** – Please identify the employee's name associated with the position title. If vacant, please put "TBD".

• **Description of Job Duties** – Identify % of SNAP-Ed Time spent on Direct SNAP-Ed Delivery and % of SNAP-Ed Time spent on Mgmt/Admin Duties.

Administrative Duties are expenses related to personnel positions that perform administrative duties (e.g., processing purchase orders, preparing invoices, collecting bi-weekly time logs (BWTL), and performing general clerical duties, such as answering phones, ordering supplies and preparing correspondence, etc.).

Direct Delivery Duties are expenses related to personnel positions directly engaged in service/program delivery (e.g. nutrition education in the classroom, food stamp promotion, food demonstrations, community outreach activities, physical activity promotion, nutritional aspects of gardening, etc.).

FTE - This will automatically calculate based on the description of job duties. Note: if an employee does not work an entire 12 months, or an employee is half time, their FTE should not be 1.0 or 100%. Their FTE should be prorated based on the percentage of time they will work throughout the grant year. (i.e. an employee works 8 months out of the year and during those 8 months, they work 100% on SNAP-Ed. They would still only be budgeted for 80% of the year on this grant.)

Annual Salary - list the salaries only, not including benefits. When converting a monthly, semimonthly, weekly or hourly to an annual salary, please use the standard 52 week year at 2080 hours/year to make the calculation. Calculations should be based on actual salaries.

Benefit Rate - List the percentage rate your agency uses for their benefits. This can be different for individual positions. Identify what costs are included in the Benefit rate (e.g. health insurance, retirement, payroll taxes, etc.) beneath the staffing table.

SNAP-Ed Salary, Benefits, and Wages, Federal Dollars only - This column contains a formula which adds the Total Fringe \$ and the Personnel \$ Request.

Budget Justification Tab

Operating Expenses

Space allocation must be prorated by Full Time Equivalent (FTE) when staff person is not dedicated <u>100% FTE to the grant</u>. If costs are required to be prorated, please provide the basis of the prorating. Operating expenses should be prorated based on the FTE dedicated to SNAP-Ed. If 7.0 FTE is dedicated to SNAP-Ed in an office of 10.0 FTE and all ten staff members use operating expenses, then the operating expenses budgeted for SNAP-Ed should be 70 percent of the total operating expenses for the office.

Budgeted Item: This should be simple and to the point (i.e. Office Supplies).

Description: This should summarize the budget item (i.e. pens, paper, file folders, etc.) and should specify if this is per person, per month, etc. Example: Postage of \$440 equals 1,000 stamps at 44 cents each for nutrition newsletter to SNAP-Ed eligible persons.

Unit Cost: This should be the cost per item, or per person, etc. as specified in the description (i.e. Description states \$150 per person).

Quantity: This should be the number of items or number of people, etc.

Months: This should be then number of months calculating the operating expense. If the calculation is not based on months, please use 1.0 in the cell otherwise the formula will not work with a blank cell.

Total: This will automatically calculate.

Equipment

Equipment must be prorated by Full Time Equivalent (FTE) when staff person is not dedicating 100% FTE to the grant. If costs are required to be prorated, please provide the basis of the prorating. Example: Broject Coordinator is 75% FTE in budget: copier for use by the Broject Coordinator must be

Example: Project Coordinator is 75% FTE in budget; copier for use by the Project Coordinator must be prorated based on the FTE. The grant will only reimburse for 75% of the copier. If staff is on a reduced time base, but dedicated 100% to the grant with no other funding source for salary and benefits, prorating is not required.

Budget Item: This should be simple and to the point (i.e. Computers, etc.)

Description: This should summarize the budget item (i.e. Computer to complete activities outlined in the SOW, etc.)

Unit Cost: This should be the cost per item (i.e. \$1500).

Quantity: This should be the number of items (i.e. 12)

FTE: Enter the number of FTE if the operating expense is meant to be prorated. *If the cost is not being prorated, this must equal to 1.0.*

Total: This will automatically calculate.

Travel and Per Diem

<u>Non-grant related travel must be prorated by Full Time Equivalent (FTE) when staff person is not</u> <u>dedicating 100% FTE to the grant.</u> If costs are required to be prorated, please provide the basis of the prorating. Example: Project Coordinator is 75% FTE on budget; travel by the Project Coordinator must be prorated based on the FTE. The grant will only reimburse for 75% of the travel costs. If staff is on reduced time base, but dedicated 100% FTE to the grant with no other funding source for salary and benefits, prorating is not required.

Travel/Position Title: This should be simple and to the point. (i.e. mileage, name of conference/meeting, etc.) and also include the position title of the employee(s) traveling.
Location: The should state the city of even or in-county mileage, etc.
Trips: This should state the number of trips for each travel line item.
FTE: This should specify the number of staff traveling. See above for proration rules.
Days: This should specify the number of days for each travel line-item.
Nights: This should specify the number of nights for each travel line item.

Per Diem: This should specify the amount of allowable per diem. This should be each day, not total trip as the formula will calculate it for your. See general information above for allowable rates.

Lodging: This should specify the amount of allowable lodging, including tax. This should be each night, not multiple nights as the formula will calculate. (See general information above for allowable rates.)

Air: This should specify the amount of airfare including tax. This should be the total for round trip or one way.

Miles: This should specify the number of miles for each travel line item and should include total trip iles. The formula will calculate based on the current mileage reimbursement rate of \$.0565.

Registration Fee: This should be the cost to register for a conference or training, etc. This should be entered for one person even if the line item is for multiple FTE as the formula will calculate based on FTE entered.

Other: This can include parking tolls, taxi, etc.

Total: This is automatically calculate.

Sub Grant(s)

Name: This should be the Sub Grant(s) name.

Description: This should summarize the work that will be performed by the Sub Grant(s). **Total:** Enter the total cost for the Sub Grant(s).

Other Costs

Other costs include non-routine, occasional, or one-time expenses such as: publications, training, administrative or educational materials that are required for the delivery of critical program services, and food for demonstration/taste testing purposes.

Budget Item: This should be simple and to the point (i.e. Food Demonstration Carts).

Description: This should summarize the use for the other cost budget item and provide a brief cost breakdown of all expenses including; price, number of items/participants, and time and number of events.

Unit Cost: The should be the cost per item (i.e. \$1000).

Quantity: This should be the number of items.

Misc.: This is the basis of your calculation. Enter the number of Copies, Participants, Staff/FTE, number of food demos, etc. If the calculation is not based on one of these items, please keep the 1.0 in the cell otherwise the formula will not work.

Total: This will automatically calculate.

Indirect Costs

Calculation Method: Please describe the basis of calculation (i.e. personnel and fringe total personnel, total direct costs, etc.

Percentage: This should be your organization's standard indirect cost rate.

\$ Amount of Method: This should be the total of the calculation method identified.

Total: This will automatically calculate.

Total Costs

Total: This will automatically calculate based on the information entered.

Position Number	USDA Position Title	LHD Position Title	Position Description
1	Accountant/Finance Analyst		Serves as internal auditor and controller. Assists with processing purchase orders, invoices, preparation of vouchers for payment as related to the Network program, as well as monitoring the budgets.
2	Administrative Coordinator		Provides administrative and office support for the project staff and is responsible for the reporting requirements.
3	Administrator (e.g., Director of Programs)		Administer the nutrition education grant agreement and budget, supervising nutrition education staff, attend nutrition education and scope of work related meetings, program planning and participating in the Regional collaborative. Coordinate grant agreement reporting requirements.
4	After School Coordinator/Assistant		Plan and facilitate nutrition education activities for recreation programming, in after school setting for different age groups of children; seniors, teen; special populations, such as mothers with young children and families; nutrition education for special events and workshops. Prepare instructional plans for youth camps and field trips; and nutrition education for special events and workshops. Prepare instructional plans for nutrition activities, collect data related to nutrition education programming, prepare documentation for nutrition education grant agreement; and helps prepare interim and final progress report .
5	Chief Executive Officer		Provides overall guidance for the operations, personnel, and fiscal responsibilities required by the nutrition project.
6	Community Liaison		Conducts nutrition education, physical activity promotion interventions in the community setting. Works with Community Based Organizations to increase the reach of nutrition education interventions to Nutrition Education Obesity Program eligible.
7	Computer Specialist		The Computer Specialist will provide assistance with the nutrition database and tracking system.
8	Contract Manager		Manages the nutrition education grant agreement including budgets, invoices, local share documentation reports, time studies, fiscal reporting and adherence to funding requirements.
9	Coordinator of Other Program (e.g., Teen program, Healthy Start, etc.)		Supervises, coordinates, facilitates nutrition education activities, workshops, special events related to the recreation and community center planning and working together with other community center groups. Supervises staff implementing the nutrition education grant agreement, prepares invoices, prepares and collects documentation, prepares progress reports
10	Curriculum Specialist		Develops curriculum for nutrition education and physical activity interventions in a variety of different channels/venues.
11	Database Coordinator		Develops database used to track nutrition education, physical activity and food stamp promotion interventions in a variety of channels.
12	Dental/Medical Assistant		Conduct one-on-one nutrition education interventions prior to primary care visit.
13	Dietician		Oversees and supervises the nutrition education program including project administration, project coordination, the development of the nutrition education component and materials and other nutrition and physical activity promotion programs.
14	Family Advocate		Provides nutrition education to students and their families, and recruits NEOP eligible for group nutrition/cooking classes. Provides nutrition, physical activity and food stamp promotion resources to students and their parents.

		Assists with planning and preparing healthy food taste tests in the school setting in conjunction with
15	Food Service Worker (e.g., Director, Manager, Asst., Server, Cook)	classroom based nutrition education intervention. Works with teachers to increase student, teacher and parent knowledge of the importance of consuming more servings of fruits and vegetables and being active daily. Compiles documentation on taste testing activities and all reporting required for nutrition grants. In some cases, supervises staff that carry out activities.
16	Graphic Illustrator	Develop local promotional nutrition education materials such as community flyers/ newsletters and/or to develop local nutrition/physical activity promotional/educational materials under the direction of the nutrition staff.
17	Health Educator (including Health Aide, Health Promotion Instructor, etc.)	Develop materials and facilitate health education in both group and individual settings. Teaches general nutrition, the importance of fruits and vegetables, and health benefits of proper nutrition and physical activity.
18	Legal Counsel	Assist with development of policies, approval of grant agreements and Memorandums of Understanding and providing legal advice specifically related to the implementation of nutrition education and physical activity promotion
19	Medical Assistant	Demonstrates safe food handling and personal hygiene to prevent food borne illness, provide nutrition- related services to staff, parents, and students and promotes physical activity within the context of nutrition education. (This does not include any medical nutrition therapy).
20	Nurse/Nurse Supervisor/Nurse Aide RN	Provides nutrition and physical activity promotion to students enrolled in nutrition education programs and their families. Supports nutrition education goals through interventions; local, regional, and statewide collaboration and interventions. (This does not include any medical nutrition therapy).
21	Nutritionist/Nutrition Educator/Nutrition Aide	Provides nutrition education to the neop eligible population. Specific duties include: one-on-one general nutrition education, delivery of general nutrition education in a classroom or group setting, staffing health fairs and other community or promotional events where nutrition education messages are delivered, distribution of linguistically and culturally appropriate nutrition education materials, documentation of educational and other encounters, assisting with writing project reports and preparation of quarterly reports, maintaining program reporting and tracking systems.
22	Office Manager/Secretary/Admin Assistant	Provides general clerical support to the Program. Assists in development and maintenance of a data collection system with emphasis on fiscal information. Arranges meetings and trainings, orders supplies and materials, creates correspondence, photocopies, etc.
23	Pharmacist	Promotes nutrition education and physical activity to NEOP eligible population through displays, distributing literature, and supervising staff to update nutrition education bulletin board.
24	Physician	Supervises professional staff including Dieticians, Nurses and Nutrition/Project Coordinators that provide nutrition education and promotes physical activity to NEOP eligibles in a variety of channels. Provides direction on strategic planning of nutrition and physical activity programs to NEOP eligible clients. In some cases, provides nutrition education to NEOP eligibles. (This does not include any medical nutrition therapy).

25	Professor	Coordinates, facilitates, modifies, develops, and demonstrates lessons on nutrition and promotes physical activity for the NEOP eligible community, and students with their families. Supports nutrition education Program goals and local, regional, and statewide collaboration.
26	Program Assistant	Assists the Project Coordinator with nutrition education program planning and development. Under the direction of Project Coordinator, works directly with individuals and small groups providing curriculum-based, prevention-oriented general nutrition education and physical activity targeted to NEOP eligibles.
27	Project Coordinator	Coordinate program staff and nutrition education activities; plan and follow through on outreach and educational events at health fairs, schools, and other promotional activities; work with schools, churches, farm worker organizations, and community organizations in planning and promoting good health through dissemination of nutrition education materials; actively acquire and develop culturally and linguistically competent nutrition curriculum and educational materials; to promote existing and/or to develop new physical activity promotional components of nutrition education; and expand our existing community outreach program to encompass nutritional components to increase community awareness and knowledge of good nutrition and healthy active lifestyles.
28	Promotora	Works with the Project Coordinator in NEOP communities to conduct nutrition education interventions and participate in local events to promote health eating and physical activity for NEOP eligibles.
29	Recreation Leader	Mentors and trains staff on integration of physical activity into nutrition education interventions. Coordinates one-time physical activity demonstrations. Chooses nutrition and physical activity resources to distribute with nutrition education interventions.
30	Research Specialist	Evaluates nutrition education, and physical activity promotion interventions in a variety of community channels. Methods can include process and impact evaluations, pre and post tests, surveys, focus/discussion roundtables, photo documentaries, case studies, etc.
31	School Administrator (e.g., Principal, Superintendent)	Provides oversight and coordination of the nutrition education conducted in participating classrooms of all schools.
32	Teacher/Student Aide/Assistant	Assists the Nutritionists, Health Educators, and Project Coordinator with nutrition education activities and community events that promote healthy eating and physical activity for low-income families, the target population, Food Stamp recipients and other similar households. 100% direct delivery of educational services.
33	Teacher (preK-12 Classroom, PE, Speech, etc.)	Coordinates, facilitates, modifies, develops, and demonstrates lessons on nutrition and promotes physical activity for students and their families. Supports nutrition education program goals through promotion; local, regional, and statewide collaboration; and close coordination with the Registered Dietitian to train staff.
34	Translator	Translates approved curriculum and materials into Spanish or other languages. Reviews translation for cultural appropriateness. Interprets nutrition education interventions (one-on-one and group) in the community for dieticians, health educators and others.
35	Tutor	Assist teachers and/or students with nutrition education and physical activity promotion.

36	Web Designer	Develops and maintains website containing nutrition education resources, gardening and health related topics and issues.
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52		

Agency:

Budget Categories	FFY 13 Total	FFY 14 Total	FFY 15 Total
1 Salaries			
2 Benefits			
3 Operating			
4 Equipment			
5 Travel & Per Diem			
6 Subcontractors			
7 Other Costs			
8 Indirect Costs			
Totals:	0	0	0

Agency:_____

Staffing FFY 2014

October 1, 2013-September 31, 2014

Position Title	Position Names	Description of	of Job Duties	FTEs	Total Annual	Total SNAP-	Benefit	Benefits	SNAP-Ed Salary,
* Job Descriptions for each position can be found on the Job Dexcriptions tab.		% of SNAP-Ed Time Spent on Mgmt/Admin Duties	% of SNAP -Ed Time spent on Direct SNAP-Ed Delivery	Charged to SNAP- Ed	Salary	Ed Salary	Rate	*Total SNAP- Ed Salary x Benefit Rate	Benefits and Wages
				0		\$-		\$ -	\$ -
				0		\$-		\$-	\$ -
				0		\$-		\$ -	\$ -
				0		\$-		\$-	\$-
				0		\$-		\$-	\$-
				0		\$-		\$-	\$-
				0		\$-		\$-	\$-
				0		\$-		\$-	\$-
				0		\$-		\$ -	\$-
				0		\$-		\$ -	\$-
				0		\$-		\$-	\$-
				0		\$-		\$ -	\$-
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				0		\$-		\$-	\$-
				0		\$-		\$-	\$-
				0		\$-		\$-	\$-
				0		\$-		\$-	\$-
Totals:		0%	0%	0%	\$-	\$-		\$-	\$ -

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

Budget Justification FFY 2014 October 1, 1013 - Septemer 20, 2014

Operating Expenses

Budget Item	Description/Justification	Unit Cost	Quantity	Months	Total
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total Operating Expenses:					

Equipment Expenses

Budget Item	Description/Justification	Unit Cost	Quantity	FTE	Total	
					\$ -	
					\$ -	
					\$-	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
Total Equipment Expenses: \$						

Budget Justification FFY 2014 October 1, 1013 - Septemer 20, 2014

Travel and Per Diem

Travel/Position Title	Location	Trips	FTE	Days	Nights	Per Diem	Lodging	Air	Miles	Reg. Fee	Other	Тс	otal
												\$	-
												\$	-
												\$	-
												\$	-
												\$	-
												\$	-
												\$	-
												\$	-
												\$	-
												\$	-
									Total Trave	el and Per Di	iem:	\$	-

Sub Grant(s)

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

Budget Justification FFY 2014 October 1, 1013 - Septemer 20, 2014

Agency: _____

Other Costs

Budget Item	Description/Justification	Unit Cost	Quantity	Misc.	Total
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total Operating Expenses:					

Indirect Costs

Calculation Method	%	\$ of Method	То	otal
			\$	-
		Total Indirect Costs:	\$	-

Т	Total Budget:	\$-

Staffing FFY 2015 October 1, 2014 - September 30, 2015

Position Title	Position Names	Description of	of Job Duties	FTEs	Total Annual	Total SNAP-	Benefit	Benefits	SNAP-Ed Salary,
* Job Descriptions for each position can be found on the Job Dexcriptions tab.		% of SNAP-Ed Time Spent on Mgmt/Admin Duties	% of SNAP -Ed Time spent on Direct SNAP-Ed Delivery	Charged to SNAP- Ed	Salary	Ed Salary	Rate	*Total SNAP- Ed Salary x Benefit Rate	Benefits and Wages
				0		\$-		\$-	\$-
				0		\$-		\$ -	\$-
				0		\$-		\$-	\$-
				0		\$-		\$-	\$-
				0		\$-		\$-	\$-
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				0		\$-		\$-	\$-
				0		\$-		\$-	\$-
				0		\$-		\$-	\$-
				0		\$-		\$ -	\$-
				0		\$-		\$ -	\$-
				0		\$-		\$ -	\$-
				0		\$ -		\$-	\$-
				0		\$ -		\$-	\$-
				0		\$-		\$ -	\$ -
				0		\$-		\$-	\$-
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				0		\$-		\$-	\$-
				0		\$-		\$-	\$-
				0		\$-		\$-	\$-
Totals:		- 0%	0%	0%	\$ -	\$-		\$-	\$ -

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

Budget Justification FFY 2015 October 1, 1014 - Septemer 20, 2015

Operating Expenses

Budget Item	Description/Justification	Unit Cost	Quantity	Months	Total	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
Total Operating Expenses:						

Equipment Expenses

Budget Item	Description/Justification	Unit Cost	Quantity	FTE	Total
					\$-
					\$-
					\$-
					\$-
					\$ -
					\$-
					\$ -
					\$-
					\$-
	Total Equ	ipment Exp	enses:		\$ -

Budget Justification FFY 2015 October 1, 1014 - Septemer 20, 2015

Travel and Per Diem

Travel/Position Title	Location	Trips	FTE	Days	Nights	Per Diem	Lodging	Air	Miles	Reg. Fee	Other	To	tal
												\$	-
												\$	-
												\$	-
												\$	-
												\$	-
												\$	-
												\$	-
												\$	-
												\$	-
												\$	-
Total Travel and Per Diem:								iem:	\$	-			

Sub Grant(s)

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

Budget Justification FFY 2015 October 1, 1014 - Septemer 20, 2015

Agency: _____

Other Costs

Budget Item	Description/Justification	Unit Cost	Quantity	Misc.	Total
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
		Total Operating Expe	nses:		\$-

Indirect Costs

Calculation Method	%	\$ of Method	То	otal
			\$	-
		Total Indirect Costs:	\$	-

Т	Total Budget:	\$-

Staffing FFY 2016 October 1, 2015 - September 30, 2016

Position Title	Position Names	Description of	of Job Duties	FTEs	Total Annual Salary		Benefit	Benefits	SNAP-Ed Salary,
* Job Descriptions for each position can be found on the Job Dexcriptions tab.		% of SNAP-Ed Time Spent on Mgmt/Admin Duties	% of SNAP -Ed Time spent on Direct SNAP-Ed Delivery	Charged to SNAP- Ed		Ed Salary	Rate	*Total SNAP- Ed Salary x Benefit Rate	Benefits and Wages
				0		\$-		\$-	\$ -
				0		\$-		\$-	\$-
				0		\$-		\$-	\$-
				0		\$-		\$-	\$-
				0		\$-		\$-	\$-
				0		\$-		\$-	\$-
				0		\$-		\$-	\$-
				0		\$-		\$-	\$ -
				0		\$-		\$-	\$-
				0		\$-		\$-	\$-
				0		\$-		\$-	\$-
				0		\$-		\$-	\$ -
				0		\$-		\$-	\$-
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				0		\$-		\$-	\$-
				0		\$-		\$-	\$-
				0		\$-		\$-	\$-
Totals:	-	0%	0%	0%	\$-	\$-		\$-	\$-

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

Budget Justification FFY 2016 October 1, 1015 - Septemer 20, 2016

Operating Expenses

Budget Item	Description/Justification	Unit Cost	Quantity	Months	Total
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
	Total Ope	rating Expe	nses:		\$-

Equipment Expenses

Budget Item	Description/Justification	Unit Cost	Quantity	FTE	Total	
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
	Total Equi	pment Expe	enses:		\$	-

Budget Justification FFY 2016 October 1, 1015 - Septemer 20, 2016

Travel and Per Diem

Travel/Position Title	Location	Trips	FTE	Days	Nights	Per Diem	Lodging	Air	Miles	Reg. Fee	Other	Тс	otal
												\$	-
												\$	-
												\$	-
												\$	-
												\$	-
												\$	-
												\$	-
												\$	-
												\$	-
												\$	-
	Total Travel and Per Diem: \$ -												

Sub Grant(s)

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

Budget Justification FFY 2016 October 1, 1015 - Septemer 20, 2016

Agency: _____

Other Costs

Budget Item	Description/Justification	Unit Cost	Quantity	Misc.	Total
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
		Total Operating Expe	nses:		\$-

Indirect Costs

Calculation Method	%	\$ of Method	То	otal
			\$	-
		Total Indirect Costs:	\$	-

Т	otal Budget:	\$-

NETWORK ALLOWABLE AND UNALLOWABLE ACTIVITIES/COSTS

Applicants must be able to comply with the requirements listed in the USDA SNAP-Ed FFY 2013 Guidance (<u>http://www.nal.usda.gov/fsn/Guidance/FY2013SNAP-EdPlanGuidance.pdf</u>). Contractor(s) must also adhere to the following:

• Grant funds are not to be used to develop new nutrition education materials. Grant funds permit the use of *Network* approved nutrition educational materials only. For a listing of approved materials, visit:

<u>http://www.cdph.ca.gov/programs/cpns/Documents/Network-LHD-NutEdList.pdf</u>. Prior permission must be obtained from the County and CDPH before the final selection of materials and resources.

- The use of these funds to supplant other federal, state, or other funds is strictly prohibited under law.
- Funds shall not be used to purchase or improve land, or to purchase, construct, or make permanent improvement to any building.
- Contractors receiving less than \$100,000 annually will not be authorized to purchase office equipment.
- The cost for the purchase of seeds, plants, and small gardening tools is allowed with grant funds.
- The purchase of food for taste testing is allowed. Costs must be for food samples associated with a nutrition education lesson. The required maximum for taste testing samples is \$2.50/person, including supply costs. All original receipts must be provided to the County with the Contractor invoice.
- Permission to purchase items outside of routine office supplies must be cleared with the County prior to purchase.
- Collect client-level data and/or administer survey instruments to members of the target population. Maintain client confidentiality at all times, including working with databases with unique client identifiers only.
- Report monthly and submit monthly invoices with required back-up documentation such as, but not limited to, receipts and State required staff time logs.
- Attend and actively participate in *Network* and CDPH trainings and meetings per activities outlined in the Scope of Work (SOW).
- Assure that staff is culturally competent to successfully impact the target audience.

PROJECT DEFINITIONS

- 1. <u>CalFresh</u>—The name given to the Supplemental Nutrition Assistance Program (SNAP, formerly known as Food Stamps) in the state of California.
- <u>California Department of Public Health (CDPH)</u>—State agency with the responsibility/authority for awarding SNAP-Ed grants to local health departments, to assist in implementing programs and services in accordance with their mission to optimize the health and well-being of the people in California, primarily through population-based programs, strategies, and initiatives that seek to prevent illness in, and promote the health of, the public.
- <u>Champion</u>—In the context of this grant opportunity, Champion refers to a parent, community member, community leader, or business committed to helping low-income individuals and families eat more fruits and vegetables and be more physically active. A Champion uses his/her power to make healthy changes in neighborhoods.
- <u>Contractor</u>—The Applicant selected to enter into an agreement with the County to provide services pursuant to this RFA. Per *Network* guidelines, the Contractor must be a governmental agency or non-profit organization. The terms Contractor, Vendor, and Service Provider are used interchangeably.
- 5. <u>Direct Nutrition Education</u>—Interventions where a participant is actively engaged in the learning process with an educator and/or interactive media for a minimum of 15 minutes. For an activity to qualify as direct education, information on the number of individuals, SNAP-Ed eligibility status, age, gender, and race/ethnicity must be collected.
- <u>Geographic Information System (GIS)</u>—The merging of cartography, statistical analysis, and database technology. There is a custom-designed GIS specific to the *Network* that is available online to assist agencies in identifying qualifying census tracts or to determine the income eligibility of a specific site. Tutorials are available on the GIS website (<u>www.cnngis.org</u>).
- 7. <u>Indirect Nutrition Education</u>—The distribution of information and resources, including any mass communications, public events, and materials distribution that do not meet the USDA definitions of direct education.
- 8. <u>Low-Income Persons</u>—People participating in or applying for the Supplemental Nutrition Assistance Program (SNAP), as well as people with low financial resources defined as gross household incomes less than 185 percent of Federal Poverty Level. Data sources that can be used to identify low-income populations include: National School Lunch Program data on number of children enrolled for Free and Reduced Price Meals; or census data identifying areas where low-income persons reside.
- Means-Tested Low-Income Assistance Program—Agencies that automatically qualify for Supplemental Nutrition Assistance Program-Education (SNAP-Ed) activities based on similar income requirements for these programs or services. Such programs can include: CalFresh, shelters/temporary housing, soup kitchens, food banks/pantries, public housing, Head Start, TANF Job Readiness programs, or Women Infants and Children Supplemental Nutrition Program (WIC).
- 10. <u>Network for a Healthy California (Network)</u>—The Network represents a statewide movement of local, state, and national partners collectively working toward improving the health status of low-income Californians. Multiple venues are used to facilitate behavior change in the homes, schools, worksites, and communities of low-income Californians to create environments that support fruit and vegetable consumption and physical activity. Key educational messages include chronic disease prevention, fruit and vegetable promotion, promoting healthy weight, food assistance program

promotion, dietary guidelines for Americans/healthy eating plan, My Plate, physical activity promotion integrated with nutrition education, and limiting added sugars.

- 11. <u>Nutrition Education and Obesity Prevention (NEOP)</u>—NEOP was created through the Healthy, Hunger Free Kids Act of 2010. It is a capped grant that replaced the former match program available as an administrative option for SNAP-Ed.
- 12. <u>Rethink Your Drink</u>—An initiative that encourages healthy beverage consumption versus sugar sweetened beverages. Lessons teach children and parents how to read nutrition labels to determine the sugar content of foods and popular beverages and promote water consumption instead of sugary drinks.
- 13. <u>Scope of Work (SOW)</u>—A contract document that outlines contractual activities and consists of goals, objectives, activities, and evaluation measures.
- 14. <u>Supplemental Nutrition Assistance Program-Education (SNAP-Ed)</u>—Refers to the program for eligible low-income Americans in reference to nutrition education and obesity prevention grant programs. As of October 1, 2008, Supplemental Nutrition Assistance Program (SNAP) became the new name for the Federal Food Stamp Program to reflect changes to the program including a focus on nutrition. While SNAP is the Federal name, CalFresh is the name used in the State of California.
- 15. <u>Unduplicated Reach</u>—The number of different individuals who received any SNAP-Ed direct education. Each individual counts as one participant, regardless of the number of times he/she participates in direct education activities. For example, if a client attends a 5-session nutrition education class series, he would be counted as one unduplicated count.
- 16. <u>U.S. Department of Agriculture (USDA)</u>—Federal agency with the responsibility/authority for awarding the SNAP-Ed grant to the California Department of Public Health.

PROJECT REFERENCE DOCUMENTS

The following related materials available online for review:

- 1. 2010 Dietary Guidelines for Americans http://www.cnpp.usda.gov/Publications/DietaryGuidelines/2010/PolicyDoc/PolicyDoc.pdf
- 2. Allowable and Unallowable Costs <u>http://www.cdph.ca.gov/programs/cpns/Documents/Section%20IV.%20Allowable%20and%20Un</u> <u>allowable%20Coss.pdf</u>
- Body and Soul: A Celebration of Healthy Eating and Living Program Guide <u>http://www.cancer.org/acs/groups/content/@greatlakes/documents/webcontent/acspc-030808.pdf</u>
- 4. California Department of Education School Listing of Free and Reduced Priced Meals (FRPM) http://www.cdph.ca.gov/programs/cpns/Documents/Network-FRPM-2011-08-26.pdf
- 5. Centers for Disease Control (CDC) Fruits and Vegetables <u>http://www.fruitsandveggiesmatter.gov/</u>
- 6. Communities of Excellence in Nutrition, Physical Activity and Obesity Prevention (CX3) Website http://www.cdph.ca.gov/programs/cpns/Pages/CX3 Main Navgation.aspx
- 7. Community Grants for Obesity Prevention Case Studies <u>http://www.cdph.ca.gov/programs/COPP/Pages/CommunityGrantsforObesityPrevention.aspx</u>
- 8. Fruit, Vegetable and Physical Activity Online Guide: Toolbox for Community Educators <u>http://www.Network-toolbox.cdph.ca.gov/en/pdf/AllLessons.pdf</u> and handouts <u>http://www.Network-toolbox.cdph.ca.gov/en/pdf/AllHandouts.pdf</u>
- 9. Guidelines Manual http://www.cdph.ca.gov/programs/cpns/Pages/GuidelinesManual.aspx
- 10. Harvest of the Month http://www.harvestofthemonth.com/
- 11. My Plate: A Food Guidance System Based on the Dietary Guidelines for Americans 2010 http://www.Choosemyplate.gov/
- 12. National Farm to School Network http://www.farmtoschool.org/
- 13. *Network* Approved Nutrition Education Materials <u>http://www.cdph.ca.gov/programs/cpns/Documents/Network-LHD-NutEdList.pdf</u>
- 14. Network for a Healthy California Children's PowerPlay! Campaign http://www.cdph.ca.gov/programs/cpns/Pages/ChildrensPowerPlayCampaign.aspx
- 15. *Network* GIS Map-Viewer of Income Levels by Census Tract, Locations of Retail Outlets, Demographics, and Other Resources http://www.cnngis.org/
- 16. Rethink Your Drink Nutrition Education Initiative http://www.dshn.us/index.php?option=com_content&view=article&id=59&Itemid=72
- 17. USDA SNAP-Ed 2014 Guidance http://snap.nal.usda.gov/national-snap-ed/snap-ed-plan-guidance-and-templates

- 18. Americans with Disabilities Act (42 U.S.C. section 12101 et seq.) http://www.ada.gov/pubs/ada.htm
- 19. Office of Management and Budget (OMB) Circulars http://www.whitehouse.gov/omb/circulars/
- 20. Title VII of the Civil Rights Act of 1964 http://www.eeoc.gov/laws/statutes/titlevii.cfm

Equal Employment Opportunity Laws http://www.sjgov.org/eeo/dynamic.aspx?id=8287

California Department of Public Health

Travel Reimbursement Information

(Mileage Reimbursement Increase Effective 1/1/13)

- 1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.
 - Reimbursement for travel and/or per diem shall be at the rates established for non-represented/excluded a. state employees. Exceptions to California Department of Human Resources (CalHR) lodging rates may be approved by the California Department of Public Health (CDPH) upon the receipt of a statement on/with an invoice indicating that such rates are not available.
 - b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract or subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of assignments. Headquarters may be individually established for each traveler and approved verbally or in writing by the program funding the agreement. Verbal approval shall be followed up in writing or email.
 - С Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on Page 2 of this exhibit to determine the reimbursement allowance. All lodging reimbursement claims must be supported by a receipt*. If a contractor does not or cannot present receipts, lodging expenses will not be reimbursed.
 - (1) Lodging (with receipts*):

Travel Location / Area	Reimbursement Rate
Statewide (excluding the counties identified below)	\$ 84.00 plus tax
Counties of Los Angeles and San Diego	\$110.00 plus tax
Counties of Alameda, San Francisco, San Mateo, and Santa Clara	\$140.00 plus tax

Reimbursement for actual lodging expenses that exceed the above amounts may be allowed with the advance approval of the Deputy Director of the California Department of Public Health (CDPH) or his or her designee. Receipts are required.

*Receipts from Internet lodging reservation services such as Priceline.com which require prepayment for that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.

(2) Meal/Supplemental Expenses (with or without receipts): With receipts, the contractor will be reimbursed actual amounts spent up to the maximum for each full 24-hour period of travel. Meal / Fynense Reimbursement Rate

wear / Expense	Reinibursement
Breakfast	\$ 6.00
Lunch	\$ 10.00
Dinner	\$ 18.00
Incidental expenses	\$ 6.00

- Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of d. work and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior CDPH written or verbal approval. Verbal approval shall be confirmed in writing (email or memo).
- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on Page 2 of this exhibit.
- No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working f. hours, unless expenses are incurred at least 50 miles from headquarters.

Travel Reimbursement Information (Continued)

- 2. If any of the reimbursement rates stated herein is changed by CalHR, no formal contract amendment will be required to incorporate the new rates. However, CDPH shall inform the contractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change. At CDPH's discretion, changes or revisions made by CDPH to this exhibit, excluding travel reimbursement policies established by CalHR may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by CDPH program policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a rate change is approved by CalHR.
- 3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
- 4. Note on use of autos: If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be 56.5 cents maximum per mile. If a contractor uses his/her or a company car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.
- 5. The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.
- 6. Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

Length of travel period	This condition exists	Allowable Meal(s)
Less than 24 hours	Trip begins at or before 6 a.m. and ends at or after 9 a.m.	Breakfast may be claimed.
Less than 24 hours	Trip begins at or before 4 p.m. and ends at or after 7 p.m.	Dinner may be claimed.
Contractor may not claim l overnight stay, meals clain	unch or incidentals on one-day trips. When trips are less and the set of th	than 24 hours and there's no
24 hours	Trip begins at or before 6 a.m.	Breakfast may be claimed.
24 hours	Trip begins at or before 11 a.m.	Lunch may be claimed.

Per Diem Reimbursement Guide

24 hours	Trip begins at or before 11 a.m.	Lunch may be claimed.
24 hours	Trip begins at or before 5 p.m.	Dinner may be claimed.
More than 24 hours	Trip ends at or after 8 a.m.	Breakfast may be claimed.
More than 24 hours	Trip ends at or after 2 p.m.	Lunch may be claimed.
More than 24 hours	Trip ends at or after 7 p.m.	Dinner may be claimed.

Contractor may **not** claim meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered to be meals.

CDPH CMU 01 (01/13)

Page 2 of 2



AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES

This Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and _______, 2013.

Recitals

WHEREAS, the County has a need for services involving ______; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1) <u>Scope of Work</u>

a) The Contractor shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, attached hereto and, by this reference, made a part hereof.

b) All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.



c) Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in Exhibit A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

2) <u>Consideration</u>

a) County shall pay Contractor as set forth in Exhibit A.

b) Except as expressly provided in Exhibit A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

c) County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

d) Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3) <u>Term</u>

a) The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

b) Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.



c) This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

d) The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4) <u>Required Licenses, Certificates and Permits</u>

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

5) <u>Office Space, Supplies, Equipment, Etc.</u>

Unless otherwise provided in Exhibit A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in Exhibit A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor of Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

6) <u>Insurance</u>

a) Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

i) <u>General Liability</u>. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.



ii) <u>Automobile Liability Insurance</u>. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

iii) <u>Workers' Compensation Insurance</u>. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

b) Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses. The Contractor's defense and indemnification obligations as set forth in this Agreement.

c) The Contractor shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.



d) The Contractor's insurance coverage shall be primary insurance regarding the County and County's officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

e) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

f) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

g) Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

h) Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-:VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

i) Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

j) At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

k) The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

7) Defense and Indemnification

a) To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

b) Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

8) <u>Status of Contractor</u>

a) All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employee relationship or a joint venture.

b) At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

c) Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.



d) If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor. e) It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

f) It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

g) As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9) <u>Records and Audit</u>

a) Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

b) Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

SAMPLE

10) Confidentiality

The Contractor agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11) <u>Nondiscrimination</u>

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin,

ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex, or sexual orientation. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12) Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13) <u>Waiver of Default</u>

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.



Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County:

Stanislaus County Purchasing Agent 1010 10th Street, Suite 5400 Modesto, CA

To Contractor:

15) <u>Conflicts</u>

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16) <u>Severability</u>

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17) <u>Amendment</u>

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18) Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

SAMPLE 19) Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20) <u>Construction</u>

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21) <u>Governing Law and Venue</u>

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

[SIGNATURES SET FORTH ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

CONTRACTOR NAME

By:

Keith D. Boggs, Deputy Executive Officer, GSA Director/Purchasing Agent

Printed name: Title:

By:

"Contractor"

"County"

APPROVED AS TO CONTENT: _____ Department

By: Printed name: Title:

APPROVED AS TO FORM: John P. Doering, County Counsel

By:

, Deputy County Counsel

V:\PUBLIC\Counsel\CONTRACT\IND-CON Agmt.wpd

EXHIBIT "A"

1. Qualifying Census Tracts:

Stanislaus County Census Tracts with 50% or more of the population below 185% of the Federal Poverty Level.

Census Tract	City	Percentage <185 of Federal Poverty Level ¹
06099000803	Modesto	50.1%
06099001400	Modesto	56.9%
06099001500	Modesto	51.7%
06099001601	Modesto	73.7%
06099001603	Modesto	65.4%
06099001604	Modesto	76.3%
06099001700	Modesto	67.9%
06099001800	Modesto	62.6%
06099002004	Modesto	55.6%
06099002100	Modesto	79.5%
06099002200	Modesto	72.0%
06099002301	Modesto	63.1%
06099002302	Modesto	59.4%
06099002402	Modesto	66.4%
06099002002	Empire	56.5%
06099002602	Ceres	56.1%
06099002604	Ceres	64.5%
06099002605	Ceres	62.9%
06099003002	Ceres	51.5%
06099003201	Patterson	50.0%
06099003603	Turlock	52.4%
06099003802	Turlock	64.8%
06099003906	Turlock	64.1%
06099003908	Turlock	51.2%
1ACC 2007 2011 Canaus Tracta		

¹ACS 2007-2011 Census Tracts

Census Tract	City	Percentage <185 of Federal Poverty Level ²
06099000304	Riverbank	53.3%
06099003803	Turlock	50.6%

²ACS 2006-2010 Census Tracts

EXHIBIT "B" - Means -Tested Low- Income Assistance Programs

Agencies that automatically qualify for Supplemental Nutrition Assistance Program-Education (SNAP-Ed) activities based on similar income requirements for these programs or service. Such programs can include:

- CalFresh Offices
- California Food Assistance Program (CFAP)
- Commodity Foods Distribution on Indian Reservation (FDPIR)
- Comprehensive Perinatal Service Program (CPSP)
- Family Resource Center
- Food Banks
- Food Pantries
- Head Start
- In Home Supportive Services (IHSS)
- Job Corps
- Low Income Home Energy Assistance Program
- MediCal
- Public Housing
- Section 8 Public Housing Vouchers (LiHEAP)
- Shelters/Temporary Housing
- Soup Kitchens
- SSI Supplemental Security Income
- TANF (CALWORKS) Job Readiness
- Weatherization Program
- WIC

EXHIBIT "C" - Qualifying Stanislaus County Schools:

SNAP-Ed Qualifying Schools in Stanislaus County based on at least 50.00% of students receive Free and Reduced Price Meals October 2010 data collection, data submitted as of August 26, 2011

County	District	School	County Name	LEA Name	School Name	October 2011 % FRPM
50	10504	5030069	Stanislaus	Stanislaus County Office of Education	Stanislaus Community	100.00%
50	10504	5030085	Stanislaus	Stanislaus County Office of Education	John B. Allard	100.00%
50	10504	5030226	Stanislaus	Stanislaus County Office of Education	Petersen Alternative Center for Education	70.96%
50	71043	0107128	Stanislaus	Ceres Unified	Whitmore Charter School of Art & Technology	48.94%
50	71043	0108076	Stanislaus	Ceres Unified	Central Valley High	77.57%
50	71043	0109074	Stanislaus	Ceres Unified	Joel J. Hidahl Elementary	83.76%
50	71043	0109082	Stanislaus	Ceres Unified	M. Robert Adkison Elementary	89.02%
50	71043	0109090	Stanislaus	Ceres Unified	Sinclear Elementary	80.65%
50	71043	0110734	Stanislaus	Ceres Unified	La Rosa Elementary	78.20%
50	71043	0112292	Stanislaus	Ceres Unified	Aspire Summit Charter Academy	55.68%
50	71043	5030168	Stanislaus	Ceres Unified	Endeavor Alternative	65.48%
50	71043	5030200	Stanislaus	Ceres Unified	Argus High (Continuation)	75.60%
50	71043	5030879	Stanislaus	Ceres Unified	Ceres High	68.68%
50	71043	6052427	Stanislaus	Ceres Unified	Carroll Fowler Elementary	82.14%
50	71043	6052435	Stanislaus	Ceres Unified	Caswell Elementary	93.83%
50	71043	6052443	Stanislaus	Ceres Unified	Don Pedro Elementary	91.80%
50	71043	6052450	Stanislaus	Ceres Unified	Walter White Elementary	90.20%
50	71043	6052468	Stanislaus	Ceres Unified	Westport Elementary	91.26%
50	71043	6085013	Stanislaus	Ceres Unified	Mae Hensley Junior High	80.75%
50	71043	6108435	Stanislaus	Ceres Unified	Virginia Parks Elementary	74.08%
50	71043	6112338	Stanislaus	Ceres Unified	Samuel Vaughn Elementary	71.73%
50	71043	6112346	Stanislaus	Ceres Unified	Blaker-Kinser Junior High	84.63%
50	71050	6052484	Stanislaus	Chatom Union	Chatom Elementary	85.42%
50	71050	6052492	Stanislaus	Chatom Union	Mountain View Middle	77.67%
50	71068	5031521	Stanislaus	Denair Unified	Denair High	54.34%
50	71068	6052500	Stanislaus	Denair Unified	Denair Elementary	58.17%
50	71068	6071575	Stanislaus	Denair Unified	Denair Middle	53.54%
50	71076	0101493	Stanislaus	Empire Union Elementary	Norman N. Glick Middle	70.62%
50	71076	6052518	Stanislaus	Empire Union Elementary	Empire Elementary	91.32%
50	71076	6093504	Stanislaus	Empire Union Elementary	Capistrano Elementary	90.16%

					Christine Sipherd	
50	71076	6098180	Stanislaus	Empire Union Elementary	Elementary	63.86%
50	71076	6107932	Stanislaus	Empire Union Elementary	Bernard L. Hughes Elementary	63.07%
50	71076	6111892	Stanislaus	Empire Union Elementary	Alice N. Stroud Elementary	70.95%
				Hart-Ransom Union	,	
50	71092	6052542	Stanislaus	Elementary	Hart-Ransom Elementary	49.15%
50	71134	6052591	Stanislaus	Keyes Union	Keyes Elementary	100.00%
50	71134	6119002	Stanislaus	Keyes Union	Barbara Spratling Middle	100.00%
50	71159	6052617	Stanislaus	La Grange Elementary	La Grange Elementary	100.00%
50	71167	6052625	Stanislaus	Modesto City Elementary	Elihu Beard Elementary	72.46%
50	71167	6052633	Stanislaus	Modesto City Elementary	Bret Harte Elementary	97.68%
50	71167	6052641	Stanislaus	Modesto City Elementary	Burbank Elementary	88.68%
50	71167	6052658	Stanislaus	Modesto City Elementary	El Vista Elementary	91.79%
50	71167	6052666	Stanislaus	Modesto City Elementary	Enslen Elementary	39.69%
					Catherine Everett	
50	71167	6052674	Stanislaus	Modesto City Elementary	Elementary	77.72%
50	71167	6052682	Stanislaus	Modesto City Elementary	Fairview Elementary	96.83%
50	71167	6052690	Stanislaus	Modesto City Elementary	Franklin Elementary	98.96%
50	71167	6052708	Stanislaus	Modesto City Elementary	John Fremont Elementary	58.00%
50	71107	C0F271C	Ctanialaura	Madasta City Flamastan	William Garrison	02 429/
50	71167	6052716	Stanislaus	Modesto City Elementary	Elementary	93.42%
50	71167	6052724	Stanislaus	Modesto City Elementary	John Muir Elementary	84.33%
50	71167	6052740	Stanislaus	Modesto City Elementary	La Loma Junior High	68.18%
50	71167	6052765	Stanislaus	Modesto City Elementary	Mark Twain Junior High	95.70%
50	71167	6052773	Stanislaus	Modesto City Elementary	James Marshall Elementary	99.48%
50	71167	6052781	Stanislaus	Modesto City Elementary	Orville Wright Elementary	95.73%
50	71167	6052799	Stanislaus	Modesto City Elementary	Robertson Road Elementary	94.46%
50	71167	6052807	Stanislaus	Modesto City Elementary	Roosevelt Junior High	60.39%
50	71167	6052815	Stanislaus	Modesto City Elementary	Rose Avenue Elementary	64.30%
50	71167	6052813	Stanislaus	Modesto City Elementary	Shackelford Elementary	95.77%
50	71167	6052849	Stanislaus	Modesto City Elementary	Tuolumne Elementary	90.57%
50	71167	6052872	Stanislaus	Modesto City Elementary	Wilson Elementary	87.28%
50	71167	6093512	Stanislaus	Modesto City Elementary	Sonoma Elementary	53.86%
50	71167	6097752	Stanislaus	Modesto City Elementary	Lakewood Elementary	24.54%
50	/110/	0097752	Stamslaus		Harriette Kirschen	24.3470
50	71167	6105670	Stanislaus	Modesto City Elementary	Elementary	100.00%
					Alberta Martone	
50	71167	6107023	Stanislaus	Modesto City Elementary	Elementary	88.07%
50	71167	6110068	Stanislaus	Modesto City Elementary	Evelyn Hanshaw Middle	96.01%
50	71175	5030135	Stanislaus	Modesto City High	Peter Johansen High	59.82%
50	71175	5031380	Stanislaus	Modesto City High	Grace M. Davis High	50.63%
50	71175	5031802	Stanislaus	Modesto City High	Thomas Downey High	63.96%
50	71175	5034905	Stanislaus	Modesto City High	Modesto High	66.53%
50	71175	5034913	Stanislaus	Modesto City High	Robert Elliott Alternative	62.73%

					Education Center	
50	71209	0112383	Stanislaus	Paradise Elementary	Paradise Charter	60.66%
50	71217	0110080	Stanislaus	Patterson Joint Unified	Apricot Valley Elementary	60.12%
50	71217	0118927	Stanislaus	Patterson Joint Unified	Walnut Grove Elementary	100.00%
50	71217	5030127	Stanislaus	Patterson Joint Unified	Del Puerto High	60.66%
50	71217	5036256	Stanislaus	Patterson Joint Unified	Patterson High	100.00%
50	71217	6052948	Stanislaus	Patterson Joint Unified	Las Palmas Elementary	75.04%
50	71217	6052955	Stanislaus	Patterson Joint Unified	Northmead Elementary	74.62%
50	71217	6060297	Stanislaus	Patterson Joint Unified	Creekside Middle	63.10%
50	71266	6053037	Stanislaus	Salida Union Elementary	Salida Elementary	72.26%
50	71266	6106934	Stanislaus	Salida Union Elementary	Sisk Elementary	53.44%
50	71266	6113823	Stanislaus	Salida Union Elementary	Dena Boer	58.54%
50	71266	6120844	Stanislaus	Salida Union Elementary	Salida Middle School - Vella Campus	56.40%
50	71274	0121558	Stanislaus	Shiloh Elementary	Shiloh Charter	57.50%
50	71274	6053045	Stanislaus	Shiloh Elementary	Shiloh Elementary	87.93%
50	71282	6053060	Stanislaus	Stanislaus Union Elementary	Josephine Chrysler Elementary	100.00%
50	71282	6067250	Stanislaus	Stanislaus Union Elementary	Prescott Senior Elementary	58.61%
50	71282	6098297	Stanislaus	Stanislaus Union Elementary	George Eisenhut Elementary	80.73%
50	71282	6108302	Stanislaus	Stanislaus Union Elementary	Agnes M. Baptist Elementary	58.67%
50	71290	6053086	Stanislaus	Sylvan Union Elementary	Sherwood Elementary	57.00%
50	71290	6053094	Stanislaus	Sylvan Union Elementary	Somerset Middle	53.88%
50	71290	6053102	Stanislaus	Sylvan Union Elementary	Standiford Elementary	56.82%
50	71290	6053110	Stanislaus	Sylvan Union Elementary	Sylvan Elementary	70.85%
50	71290	6053128	Stanislaus	Sylvan Union Elementary	Woodrow Elementary	61.62%
50	71290	6071583	Stanislaus	Sylvan Union Elementary	Coleman F. Brown Elementary	84.78%
50	71290	6095517	Stanislaus	Sylvan Union Elementary	Stockard Coffee Elementary	50.74%
50	71290	6111009	Stanislaus	Sylvan Union Elementary	Orchard Elementary	57.91%
50	71324	6053201	Stanislaus	Valley Home Joint Elementary	Valley Home Elementary	51.46%
50	73601	0101188	Stanislaus	Newman-Crows Landing Unified	Hunt Elementary	74.71%
50	73601	5030036	Stanislaus	Newman-Crows Landing Unified	West Side Valley High (Continuation)	71.43%
50	73601	5030184	Stanislaus	Newman-Crows Landing Unified	Newman-Crows Landing Independent Study	55.00%
50	73601	5030333	Stanislaus	Newman-Crows Landing Unified	Foothill Community Day	55.17%
50	73601	5035902	Stanislaus	Newman-Crows Landing Unified	Orestimba High	69.16%
50	73601	6025712	Stanislaus	Newman-Crows Landing Unified	Bonita Elementary	60.23%
50	73601	6025753	Stanislaus	Newman-Crows Landing Unified	Von Renner Elementary	85.45%

				Newman-Crows Landing		
50	73601	6025761	Stanislaus	Unified	Yolo Junior High	76.21%
50	75549	0101030	Stanislaus	Hughson Unified	Fox Road Elementary	64.12%
50	75549	0114744	Stanislaus	Hughson Unified	Hughson Community Day	100.00%
50	75549	0116848	Stanislaus	Hughson Unified	Valley Community Day	100.00%
					Dickens (Billy Joe) High	
50	75549	5032669	Stanislaus	Hughson Unified	(Continuation)	70.00%
50	75549	6052567	Stanislaus	Hughson Unified	Emilie J. Ross Middle	51.26%
50	75549	6052575	Stanislaus	Hughson Unified	Hughson Elementary	64.86%
50	75556	0112573	Stanislaus	Riverbank Unified	Adelante High	70.97%
					Riverbank Language	62.469/
50	75556	0113852	Stanislaus	Riverbank Unified	Academy	63.46%
50	75556	0118810	Stanislaus	Riverbank Unified	Mesa Verde Elementary	71.32%
50	75556	5036850	Stanislaus	Riverbank Unified	Riverbank High	66.67%
50	75550	C0F2071	Chamialaura	Diversional Linified	California Avenue	77.63%
50	75556	6052971	Stanislaus	Riverbank Unified	Elementary	
50	75556	6052989	Stanislaus	Riverbank Unified	Cardozo Middle	75.88%
50	75556	6053003	Stanislaus	Riverbank Unified	Rio Altura Elementary	84.72%
50	75564	5031950	Stanislaus	Oakdale Joint Unified	East Stanislaus High	57.78%
50	75564	6052880	Stanislaus	Oakdale Joint Unified	Cloverland Elementary	56.19%
50	75564	6100390	Stanislaus	Oakdale Joint Unified	Magnolia Elementary	51.24%
50	75572	0117689	Stanislaus	Waterford Unified	Sentinel High	71.05%
50	75572	0117770	Stanislaus	Waterford Unified	Lucille Whitehead Intermediate	76.67%
50	75572	0118513	Stanislaus	Waterford Unified	Richard M. Moon Primary	73.26%
50	75572	5030259	Stanislaus	Waterford Unified	Waterford High	54.85%
50	75572	5030317	Stanislaus	Waterford Unified	Connecting Waters Charter	58.91%
50	75572	6053219	Stanislaus	Waterford Unified	Waterford Middle	71.92%
50	75739	5030283	Stanislaus	Turlock Unified	John H. Pitman High	51.05%
50	75739	5036884	Stanislaus	Turlock Unified	Roselawn High	74.24%
50	75739	5037700	Stanislaus	Turlock Unified	Turlock High	58.47%
50	75739	6053136	Stanislaus	Turlock Unified	Turlock Junior High	64.49%
50	75739	6053151	Stanislaus	Turlock Unified	Crowell Elementary	85.03%
50	75739	6053169	Stanislaus	Turlock Unified	Cunningham Elementary	83.89%
50	75739	6053177	Stanislaus	Turlock Unified	Julien Elementary	54.79%
50	75739	6053185	Stanislaus	Turlock Unified	Osborn Elementary	81.82%
					•	
50	75739	6053193	Stanislaus	Turlock Unified	Wakefield Elementary Walter M. Brown	89.54%
50	75739	6102743	Stanislaus	Turlock Unified	Elementary	67.56%
50	75739	6115208	Stanislaus	Turlock Unified	Dennis G. Earl Elementary	55.52%
50	75739	6118814	Stanislaus	Turlock Unified	Marvin A. Dutcher Middle	49.77%
50	, , , , , , , , , , , , , , , , , , , ,	0110014	Stanislaus	Stanislaus County Office of		-5.770
50	76638	5030069	Stanislaus	Education	Stanislaus Community	58.15%

SCHOOLS/AFTERSCHOOL PROGRAMS PROJECT SCOPE OF WORK (SOW)

- **GOAL 1:** The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL)) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.
- **Objective 12:** (Process) Annually, engage a minimum of <u>###</u> of qualifying schools and <u>###</u> qualifying afterschool/extended break programs to reach <u>###</u> children and <u>###</u> parents to increase nutrition education and physical activity opportunities and social marketing strategies that increase access and consumption of healthy food and beverages at each site.

Social Ecological Model:

⊠Individual ⊠ Interpersonal: Social Groups ⊠ Institutional/Organizational ⊠ Community □ Policy/Environmental

Activities	Responsible Party	Deliverables	Timeframe
 Attend all Network required trainings and webinars regarding resources and tools for the school and afterschool 		Record of participation	Report Annually:
setting annually.	and the second s		10/01/2013-
			9/30/2016
2. Establish relationships and commitment		List of Contacts	Report
of support for nutrition education			Annually:
interventions, wellness policy		Activity Tracking	-
expansion and staff development in		Form	10/01/2013-
these areas from County Office of		(ATF)	9/30/2016
Education, school district and after		. ,	
school administrators. Facilitate			
ongoing communication with identified			
administrators supporting healthy			
school/afterschool campaigns.			

	Activities	Responsible Party	Deliverables	Timeframe
3.	Establish relationships and commitment of support for nutrition education		List of Contacts	Report Annually:
	interventions, wellness policy expansion and staff development in identified areas from school and		ATF	10/01/2013- 9/30/2016
	afterschool site administrators to			9/30/2016
	increase healthy food and beverage access and availability, increase opportunities for physical activity			
	throughout the school day and during the afterschool program. Facilitate			
	ongoing communication throughout the school year providing nutrition			
	education resources and maintain support for healthy school/afterschool			
	campaigns.			W
4.	Recruit and assign staff for each school site to assist in the scheduling and		Staff assignment/Job	Report Annually:
	training of teachers and afterschool	· ·	description	
	staff on <i>Network</i> nutrition education interventions, campaigns, and			10/01/2013- 9/30/2016
	resources.		all the second sec	5/50/2010
5.	Staff will provide participating schools		Invoice records	Report
	and afterschool sites with posters, recipes, materials and food supplies to		(on file) List of materials	Annually:
	conduct nutrition education and tasting		provided with	
	demonstrations for students at least six	and the second s	dates	10/01/2013- 9/30/2016
	times per year. Grantee shall ensure staff meets required activities and			9/30/2010
	report outcomes.	ar.		
6.	Conduct a healthy school and/or afterschool assessment of the school		Assessment report results	Report Annually:
	and/or afterschool site applying			
	assessment tools provided by the <i>Network</i> and compile a comprehensive			10/1/2013- 9/30/2016
	report.			0,00,2010
	JF			

Activities	Responsible Party	Deliverables	Timeframe
7. Staff will provide a minimum of two		Log of trainings	Report
trainings for teachers, afterschool staff		conducted	Annually:
and other personnel who are			-
conducting nutrition education obesity		Training	
prevention intervention. Teachers and		materials	10/01/2013-
afterschool leaders can apply training			9/30/2016
knowledge to the students. Some topics		ATF	
may including the following:			
a. Orientation to the <i>Network</i>			
program, The results of the school			
assessment and School Wellness			
Policy including information on new			
policies b. Utilizing <i>Harvest of the Month</i> and			
Farmer of the Month materials in			
the classroom, after school			W
program, parent education, and the			
cafeteria such as: posters, displays,			
Farm to School/Harvest of the			
Month workbooks etc.			
c. Information on promotion of			
evidence based physical activity		and the second s	
programs and how they can be			
linked with nutrition education, such			
as Sports, Play, and Active			
Recreation for Kids (SPARK), and			
Coordinated Approach To Child			
Health (CATCH).			
d. Creating a healthy school			
environment such as healthy			
school parties, not using food for			
rewards, modeling healthy eating behaviors etc.			
e. Effective nutrition education			
resources and strategies including			
but not limited to: Harvest of the			
Month, Rethink Your Drink, and			
Children's Power Play! Campaign			
materials, garden-based nutrition			
education, integrating physical			
activity, food safety, and how to			
conduct cooking lessons and food			
demonstrations. Model teaching			
strategies, lessons, and share best			
practices.			
8. Staff will set up a tracking system to		EARS/ATF	Report
collect data on the nutrition education			Annually:
obesity prevention interventions at each			10/01/2013-
school site.			9/30/2016

Activities	Responsible Party	Deliverables	Timeframe
 Attend School and afterschool events such as Back-to-School nights, Open House, health fairs, PTA meetings. Inform and engage parents on 		Log of meetings and activities completed	Report Annually:
classroom and afterschool nutrition education obesity prevention interventions and campaigns, and provide the results of the healthy school's assessment.		ATF	10/01/2013- 9/30/2016
10. Staff will provide technical support to classroom teachers, child nutrition personnel, administrators on school wellness policy updates that support the nutrition education obesity prevention messages.		Log of technical support	Report Annually: 10/01/2013- 9/30/2016
11. Conduct an evaluation using a survey tool completed by school administration and teachers. Determine the effectiveness of the trainings, resources		Report on evaluation results	Report Annually:
and tools provided and applicable usage to classroom teaching assessing challenges, successes and soliciting topics for the next year's trainings.			10/01/2013- 9/30/2016

Activities	Responsible Party	Deliverables	Timeframe
 12. At school sites collaborate and coordinate with school administration, teachers, school wellness committee, parent organizations, after school administrators, School Nutrition Program and community partners. Promote implementation of the following strategies to increase access and consumption of healthy foods which may include wellness policy updates: a. Actively engage local farmers and growers to establish a Farm to School program and provide Harvest of the Month produce items in the school cafeterias b. Develop a school gardening project that includes garden-base nutrition education c. Provide information and training to school food service and schools on how to make use of garden grown produce in school cafeterias d. Support implementation of salad bars at school sites e. Support implementation in Child and Adult Care Food Program (CACFP) snack and meal programs in afterschool programs g. Promote Implementation of healthy food and beverage standards for competitive foods at schools and afterschool sites h. Encourage implementation of healthy food and beverage standards for competitive foods at schools and afterschool sites 		Collaboration Log Copy of districts updated wellness policy (if applicable) Success story	Report Annually: 10/01/2013- 9/30/2016

PEER EDUCATION PROJECT SCOPE OF WORK (SOW)

- **GOAL 1:** The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL)) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.
- **Objective 10:** (Process) Annually, a minimum of <u>###</u> Peer Educators will be recruited from the SNAP-Ed-eligible members in the community to reach a minimum of <u>###</u> peers in a minimum of three nutrition education/obesity prevention class series promoting food security as well as individual, family and organizational changes.

Social Ecological Model:

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

Activities	Responsible Party	Deliverables	Timeframe
 Recruit Peer Educators in qualified communities from: Skill-based nutrition education/obesity prevention series classes CBO participants CalFresh offices CNAP partners Community based health centers Faith-based organizations Parents at early childcare sites School/afterschool sites. 		Documentation of recruitment efforts.	Report Annually: 10/1/2013- 9/30/2016
 Participate in all required Network training related to Peer-to-Peer Education. 		Agendas	Report Annually: 10/1/2013- 9/30/2016
3. Project Coordinator and one Peer Educators will attend, in person, a one- to two-day training provided by the <i>Network</i> . The training will share different peer-to-peer models and best practices.		Training agenda	Report Annually: 10/1/2013- 9/30/2016

	Activities	Responsible Party	Deliverables	Timeframe
4.	Peer Educators will promote and conduct at least three education series to reach a minimum of 75 unduplicated SNAP-Ed-eligible individuals.		Class sign in sheets, approved lesson plans	Report Annually: 10/1/2013- 9/30/2016
5.	Contact and invite local CalFresh outreach organizations to attend at least one education session in the series providing information on how to apply for the CalFresh program.		Participation Log	Report Annually: 10/1/2013- 9/30/2016
6.	Provide, at least three times a year, ongoing technical assistance to Peer Educators including modeling classes, assessment of teaching techniques, selection of venues, observation of presentations etc.		Technical Assistance log Observation Report	Report Annually: 10/1/2013- 9/30/2016

Proposer:

YOUTH ENGAGEMENT PROJECT SCOPE OF WORK (SOW)

- **GOAL 1:** The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL)) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.
- **Objective 13:** (Process) Conduct a youth engagement (YE) project engaging at least one SNAP-Ed-eligible youth team(s) to engage in leadership, critical thinking, problem-solving, community-based research and to address an identified issue with consumption and access to healthy foods and beverages and physical activity opportunities in their environment and identify solutions applying public health approaches.

Social Ecological Model:

Individual X Interpersonal: Social Groups	Institutional/Organizational 🛛 Community
Policy/Environmental	

Activities	Responsible Party	Deliverables	Timeframe
1. Recruit an Adult Ally at a youth serving agency, CBO, park and recreation department or middle/high school or afterschool qualifying site to work directly with youth team. The Adult Ally and the project coordinator will participate in all <i>Network</i> sponsored webinars, conference calls and in-person Youth Engagement trainings offered by <i>Network</i> Youth Initiatives Consultant.		Participant Log (on file)	Annually 10/2013- 09/2016
 Adult Ally recruits youth and forms team(s) with a <u>minimum</u> of six students. Collect parent-permission slips and photo releases from youth. 		Youth roster and permission slips (on file)	Annually 10/2013- 09/2016
 Provide orientation to members of the youth team. Orientation to include basic nutrition education information, importance of physical activity (through integration into comprehensive nutrition education lessons), taste testing, overview of youth-led participatory action research, and overview of youth development principles. 		Attendance sheets for meetings with youth team (on file), orientation outline	Annually 10/2013- 09/2016

Activities	Responsible Party	Deliverables	Timeframe
 Following orientation, Adult Ally will meet with the youth team guiding them through the process of conducting youth-led projects. Additional technical assistance, training and support to Adult Ally and youth teams on conducting youth-led nutrition will be provided as needed by the State <i>Network</i> Youth Initiatives Consultant. With the support/guidance of the Adult Ally, the youth-led nutrition education project process includes the youth team: a. Selecting the issue(s) to research b. Creating research tool and conducting the research project around selected issue(s) (the tool can be a survey, photo voice or video voice project, interviews etc.) C. Gathering information/data via the research tool and analyzing the data. Identifying public health approaches to reach solutions d. Preparing presentation/reports presenting to key stakeholders (such as PTA, School Staff, District Staff, Community Agencies, etc.) based on the data/information discovered by the research tool e. Conducting presentations to those leaders/stakeholders to share the findings from their research, in order to bring about necessary changes/improvement f. Documenting any changes in system or policy based on their project g. Conducting nutrition education and awareness activities to their peers, family members and the qualifying community to advance solutions 		Attendance sheets from meetings (on file), copies of research tool, project and presentation/ reports created by youth team, document participation in activities via photos, press releases, media attention, or various newsletters, Activity Tracking Form (ATF)	Annually 10/2013- 09/2016

Activities	Responsible Party	Deliverables	Timeframe
5. Adult Ally and Youth Leaders will participate in annual statewide or regional youth forum/meetings offered by the Network for a Healthy California – in which Youth Leaders from all Youth Engagement sites attend in order to strengthen their skills in youth-led participatory action research, public speaking skills, etc., in relationship to nutrition education and obesity prevention.		Attendance sheet on file	Report Annually: 10/2013- 09/2016
6. Project Coordinator and Adult Ally will re- engage/recruit new team of youth, as well as include any continuing Youth Leaders (if interested), in the process under <u>Activities 3, 4 and 5</u> as outlined above, to conduct project again, with a new team of Youth Leaders and examine new issue to address for the research project.		Youth roster, parent permission slips, attendance sheets from meetings (on file), copies of research tool, project and presentation/ reports created by youth team, document participation in activities via photos, press releases, media attention, or various newsletters, ATF	Annually 10/2014- 09/2016
7. Adult Ally and Youth Leaders will participate in annual statewide or regional youth forum/meetings offered by the <i>Network for a Healthy California,</i> in which Youth Leaders from all Youth Engagement sites attend in order to strengthen their skills in youth-led participatory action research, public speaking skills, etc., in relationship to nutrition education and obesity prevention.		Attendance sheet on file	Annually 10/2013- 09/2016