

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev.1/2021)

**GRANT AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER
20-1048-001-SF

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME
CALIFORNIA ASSOCIATION OF FOOD BANKS

2. The Agreement Term is: March 12, 2021 through September 30, 2021

3. The maximum amount of this Agreement is: \$912,851.00

4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

- Exhibit A: Prime Award Information Recipient and Project Information 2 Page(s)
- Exhibit B: General Terms and Conditions 4 Page(s)
- Exhibit C: Payment and Budget Provisions 1 Page
- Exhibit D: Federal Terms and Conditions 3 Page(s)
- Attachments: Scope of Work and Budget

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME (Organization's Name)
CALIFORNIA ASSOCIATION OF FOOD BANKS

BY (Authorized Signature)

 Stacia Levenfeld

DATE SIGNED (Do not type)

3/15/2021

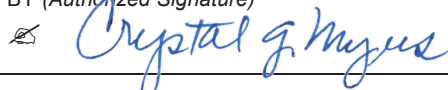
PRINTED NAME AND TITLE OF PERSON SIGNING
Stacia Levenfeld, Chief Executive Officer

ADDRESS
1624 Franklin Street, Suite 722, Oakland, CA 94612

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)

 Crystal Myers

DATE SIGNED (Do not type)

3/22/2021

PRINTED NAME AND TITLE OF PERSON SIGNING
CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

EXHIBIT A**PRIME AWARD INFORMATION**

Federal Agency:	United States Department of Agriculture, Food and Nutrition Service
Federal Award Identification Number:	217CACA3Y8313 / 217CACA3Y8314
Federal Award Date:	February 16, 2021
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.576 Senior Farmers Market Nutrition Program
Amount Awarded to CDFA:	\$747,851.00
Effective Dates for CDFA:	October 1, 2020 through September 30, 2021
Federal Award to State Agency is Research & Development (Yes/No)	No

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
Distribute produce boxes containing fresh fruits and vegetables to low-income seniors in response to COVID-19.
Project Title: 2021 Senior Farmers Market Nutrition Program – Bulk Purchase

2. The Managers for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Crystal Myers	Name: Maria Houlne
Division/Branch: Administrative Services/Office of Grants Administration	Organization: CALIFORNIA ASSOCIATION OF FOOD BANKS
Address: 1220 N Street, Suite 120	Address: 1624 Franklin Street, Suite 722
City/State/Zip: Sacramento CA 95814	City/State/Zip: Oakland, CA 94612
Phone: 916-764-6367	Phone: 510-350-9916
Email Address: crystal.myers@cdfa.ca.gov	Email Address: maria.houlne@cafoodbanks.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:	FOR RECIPIENT:
Name: Monica Pedigo	Name: Jillian Carbone
Division/Branch: Administrative Services/Office of Grants Administration	Organization: California Association of Food Banks
Address: 1220 N Street, Suite 120	Address: 1624 Franklin Street, Suite 722
City/State/Zip: Sacramento CA 95814	City/State/Zip: Oakland, CA 94612
Phone: 916-214-1381	Phone: 510-350-9912
Email Address: monica.pedigo@cdfa.ca.gov	Email Address: jillian@cafoodbanks.org

**FISCAL CONTACT FOR RECIPIENT
(if different from above):**

Name: Stacy Robson

Organization: California Association of Food Banks

Address: 1624 Franklin Street, Suite 722

City/State/Zip: Oakland, CA 94612

Phone: 510-350-9904

Email Address: stacy@cafoodbanks.org

4. RECIPIENT: Please check appropriate box below:

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award does does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B**GENERAL TERMS AND CONDITIONS****1. Approval**

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by all parties.

3. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of CDFA Agreement Manager or designee in the form of a formal written amendment.

4. Governing Law

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. State and Federal Law

It is the responsibility of the Recipient to know and understand which state, federal, and local laws regulations, and ordinances are applicable to this Agreement and Project. Recipient shall be responsible for observing and complying with all applicable state and federal laws and regulations, and failure to comply may constitute a material breach.

6. Recipient Commitments

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds received only to allowable Project costs in accordance with applicable provisions of the law and Grant Procedures Manual, if applicable.

8. Mutual Liability

Each party hereto agrees to be responsible and assume mutual and proportional liability for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees to the full extent required by law.

9. Property Damage

Should a property owner claim damages arising under, related to or involving this Agreement, the Recipient agrees to indemnify, defend, and hold harmless the CDFA, its officers, agents and employees from any and all claims and losses.

10. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and will not be affected thereby.

11. Contractors/Consultants

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. All Contractors/Consultants shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

12. Non-Discrimination Clause

During the performance of this Agreement, Recipient and its Contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, age, marital status, and denial family care leave.

The Recipient and Contractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient and Contractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Recipient and its Contractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

13. Excise Tax

The State of California is exempt from Federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

14. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

15. Right to Terminate

This Agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

16. Termination for Cause

Either party reserve the right to immediately terminate this Agreement for cause subject to written notice. However, each party will have ten (10) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within ten (10) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of termination, including all non-cancellable obligations.

17. Force Majeure

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

18. Suspension of Payments

Reimbursement under this Agreement may be suspended or terminated, or both, and Recipient may be subject to debarment if CDFA determines that Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing and post marked within ten (10) calendar days of the date of notification, and addressed to CDFA, Legal Hearing and Appeals Office or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Hearing and Appeals Office
1220 N Street
Sacramento, CA 95814

19. Breach Provisions

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that Recipient is not in material breach but that a Project is not being implemented in accordance with the provisions of this Agreement, or that Recipient has failed in any other respect to comply with the provisions of this Agreement, and if Recipient does not remedy any such failure in a reasonable manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies Recipient of its decision not to release funds that have been withheld pursuant to Exhibit B, Suspension of Payments Provision, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Suspension of Payments Provision.

If CDFA notifies Recipient of its decision to withhold the entire funding amount from Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, Recipient agrees to pay all costs incurred by CDFA including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

20. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material in accordance with the Grant Procedures Manual, if applicable. Recipients may not use the CDFA logo.

21. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

22. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget or the Project term, must be requested in writing to CDFA Grant Administrative Contact no later than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing as to whether the proposed changes are accepted.

23. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual, if applicable.

24. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, Sections 303, 311, 324.1 and 324.2.

25. Closeout

The Agreement will be closed out after the completion of the project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

26. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is exempt from public release. If CDFA deems the data exempt, it shall maintain such information as confidential and notify the Recipient of any requests for release of the information.

27. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

EXHIBIT C**PAYMENT AND BUDGET PROVISIONS****1. Invoicing and Payment**

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work and/or Grant Procedures Manual, if applicable, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. Mileage reimbursement for using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on [IRS's website](#) regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established by the Federal Travel Regulation, issued by [General Services Administration \(GSA\)](#), including the maximum per diem and subsistence rates prescribed in those regulations.
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA, or offer to amend the Agreement to reflect the reduced amount.

EXHIBIT D**FEDERAL TERMS AND CONDITIONS**

The Recipient and recipients of any subawards under this award, agree to comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including but not limited to 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. For-profit organizations will be subject to 48 CFR Subpart 31. Recipients are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable federal regulations.

1. Civil Rights

The Recipient must comply with civil rights and nondiscrimination standards pursuant to the following:

- A. Civil Rights Act, 42 USC 2000, as implemented at 28 CFR Part 42;
- B. Age Discrimination Act, 42 USC 6101, as implemented at 45 CFR Part 90;
- C. Age Discrimination in Employment Act, 29 USC 621, as implemented at 29 CFR Part 1625;
- D. Title IX of the Education Amendments of 1972, 20 USC 1681, as implemented at 45 CFR Part 86;
- E. Section 504 of the Rehabilitation Act, 29 USC 791, as implemented at 28 CFR Part 41;
- F. Executive Order (EO) 11246; and
- G. Americans with Disabilities Act, (PL 101-366).

2. Labor Standards

The Recipient must comply with labor standards pursuant to the following:

- A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;
- B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
- C. Contract Work Hours and Safety Standards Act, 40 USC 3701, as implemented at 29 CFR Part 5.

3. Environmental Standards

The Recipient must comply with environmental standards pursuant to the following:

- A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and EO 11514 as implemented at 7 CFR Part 1b;
- B. Notification of violating facilities pursuant to EO 11738;
- C. Protection of wetlands pursuant to EO 11990;
- D. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- E. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§1451 *et seq.*);
- F. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 USC §§7401 *et seq.*);
- G. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and,
- H. Protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).

4. Drug-Free Environment

The Recipient must comply with drug-free environment standards pursuant to §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 2 CFR 421.

5. Restrictions on Lobbying and Political Activities

The Recipient must comply with lobbying restriction standards pursuant to the Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 2 CFR 418.

6. Officials Not to Benefit

The Recipient must ensure that no member of Congress be admitted to any share or part of this Agreement or to any benefit arising from it, in accordance with 41 USC 22.

7. Trafficking in Persons

The Recipient must comply with the provisions in 2 CFR Part 175, prohibiting trafficking in persons.

8. Intergovernmental Review

The Recipient must comply with intergovernmental review standards pursuant to the following:

- A. Executive Order 12372, as implemented at 2 CFR 415; and
- B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

9. Confidentiality

The Recipient must comply with confidentiality standards pursuant to the following:

- A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 1; and
- B. Privacy Act, 5 USC 552 (a).

10. Conservation in Procurement

The Recipient must comply with procurement standards pursuant to the Resource Conservation and Recovery Act, 42 USC 6962 and EO 12873, as implemented at 40 CFR Part 247.

11. Debarment, Suspension, Criminal or Civil Convictions

The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at 2 CFR 180 and 2 CFR 417.

The Recipient must provide immediate written notice to CDFA if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances and must require recipients of lower-tier covered transactions under this Agreement to similarly certify pursuant to EO 12549, as implemented by 2 CFR 180 and 2 CFR 417.

See www.sam.gov to determine debarment and suspension status.

12. Crimes and Prohibited Activities

The Recipient must comply with crimes and prohibited activities standards pursuant to the following:

- A. Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
- B. False Claims Act, 31 USC 3729; and
- C. Program Fraud Civil Remedies Act, 31 USC 3801-3812.

13. Biosafety in Laboratories

The Recipient must comply with laboratory biosafety standards pursuant to the following the *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

14. Conflicts of Interest

The Recipient must comply with the conflict of interest standards pursuant to 2 CFR 400.2.

15. Inventions, Patents, Copyrights and Project Results

A. The Recipient must comply with invention and patent standards pursuant to the following:

- 1. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401 (Bayh-Dole Act and the Technology Transfer Commercialization Act of 2000) to ensure that inventions made are used in a manner to promote free competition and enterprise without unduly encumbering future research and discovery.
- 2. The Plant Variety Protection Act, 7 USC 2321 *et seq.*

B. The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal funds provided Recipient does the following:

- 1. Reports all subject inventions to CDFA;
- 2. Makes efforts to commercialize the subject invention through patent or licensing;
- 3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
- 4. Formally grants the Federal government and CDFA a limited use license to the subject invention.

C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.

D. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.

16. Care and Use of Laboratory Animals

The Recipient must comply with the care and use of laboratory animal standards pursuant to the following:

- A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR, Sub Chapter A, Parts 1-4; and
- B. Marine Mammal Protection Act, 16 USC 1361-1407.

17. Fly America Act

The Recipient must comply with the Fly America Act (49 USC 40118) as implemented at 41 CFR 301-10.131 to 301-10.143.

18. Motor Vehicle Safety

The Recipient must comply with seat belt use standards pursuant to the following:

- A. Highway Safety Act of 1966 as amended (23 USC 402-403);
- B. Occupational Safety and Health Act of 1970 as amended (29 USC 668);
- C. Federal Property and Administrative Services Act of 1949 as amended (40 USC §101 *et seq.*)
- D. Increasing Seat Belt Use in the United States (EO 13043).
- E. Federal Leadership on Reducing Text Messaging While Driving (EO 13513).

19. Records Retention and Accessibility

The Recipient and its contractors must comply with the procedures and requirements regarding record retention and accessibility as contained in 2 CFR 200.333 – 200.337.

20. All Other Federal Laws

The Recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

EXHIBIT E**SENIOR FARMERS MARKET NUTRITION PROGRAM
TERMS AND CONDITIONS****1. Bulk Purchase**

Senior Farmers Market Nutrition Program (SFMNP) funds awarded under this Agreement must be used to solely to purchase eligible produce for bulk purchase. Bulk purchase means a program model in which bulk quantities of certain produce items are purchased directly from an authorized farmer.

2. Eligible Produce

SFMNP food cost mean the cost of eligible foods that are fresh, nutritious, unprepared, locally grown fruits, vegetables, honey and herbs for human consumption purchased from authorized farmers through bulk purchasing. Eligible foods may not be processed or prepared beyond their natural state except for usual harvesting and cleaning purposes. The maximum SFMNP benefit provided to an eligible senior, may not exceed \$35.

3. Prior Approval

Project changes requiring prior approval include but are not limited to changes to the Scope of Work (SOW), objectives, work plan, activities, milestones, dates or deliverables; budget changes; changes in the recipient organization or key personnel.

Requests for prior approval must be submitted to Grant Administrative Contact identified in Exhibit A. Failure to obtain prior approval may result in costs being deemed unallowable and request for reimbursement being denied.

4. Allowable Costs

Expenditures must conform to [7 CFR 249](#), the United States Department of Agriculture (USDA) and the SFMNP requirements, be made in compliance with federal and state laws and regulations as applicable, and be:

- A. Necessary and reasonable for proper and efficient performance and administration of the project.
- B. Authorized or not prohibited under federal, state or local laws or regulations.
- C. Consistent with policies, regulations, and procedures that apply uniformly to both federal and state funds and other activities of the governmental unit.
- D. Determined in accordance with generally accepted accounting principles.
- E. Adequately documented.
- F. Budgeted in the current SOW.

5. Unallowable Costs

A cost is unallowable if it does not comply with applicable cost principles, program requirements, or other terms and conditions of the Agreement. A cost is also unallowable if it is an ineligible food, is not contained in the approved SOW, or is not necessary and reasonable to advance the work of the project. Unallowable costs will not be reimbursed.

Specific expenses that are unallowable include, but are not limited to, ineligible foods, sponsorships, hospitality suites, incentives, indirect costs, gifts, alcoholic beverages, costs of entertainment (including amusement, diversion and social activities, and any costs directly associated with such costs such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities), costs associated with promoting an organization or membership building, costs associated with lobbying, costs for organized fundraising including financial campaigns and solicitation of gifts, and all costs associated with travel to a state with discriminatory laws including all conference costs and registration fees.

Questions regarding allowable and unallowable costs should be directed to the Grant Administrative Contact.

6. Program Income

Program income is earned from activities supported by or as a result of the grant. Program income must be reinvested into the project to further enhance the project objectives and must be expended on allowable project costs. It is unallowable to retain program income as profit or funding for the Recipient or to expend program income on unallowable costs.

Program income is reported on invoices, and reports. Reporting on final reports includes the nature or source of the program income (e.g., registration fees), the amount, and a description of how the program income was used.

7. Scope of Work and Budget Changes

SOW revisions are required when activities, milestones, dates, deliverables, and or Budget changes. Requests for revisions must be made in writing and provide sufficient information to explain the need and how the change affects the project. Reimbursement is available only for approved project activities. Failure to obtain prior approval of SOW revisions may result in costs being deemed unallowable and request for reimbursement denied.

Revisions must be requested by an authorized official of the Recipient organization and approved by the Office of Grants Administration (OGA). Any changes to the SOW and Budget may be subject to USDA approval and, at its discretion, the USDA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement.

In the event a change to the projects budget line items is necessary, the Recipient is required to complete and submit to the Grant Administrative Contact a SOW revision along with a Line Item Shift Request (LISR) in advance to adjust budget line items. Approval for the LISR must be obtained prior to incurring costs under the revised budget.

8. Invoicing and Payment

- A. Invoices must be submitted on the invoice template form provided by the OGA to the Recipient. Reimbursement is of actual expenditures incurred. All backup documentation must be submitted with each invoice.
- B. Invoices must be submitted at least monthly, but not more frequently than semi-monthly, in arrears.
- C. The OGA initiates each invoice cycle by generating an electronic invoice template. The OGA will email the Recipient an invoice template with the Grant Agreement Number, Recipient Name, Recipient Mailing Address, Project Title, Invoice Number, Project Budget, and Invoiced to Date entered. The invoice template provided by the OGA must be used; invoices generated or altered by the Recipient will not be accepted. The Recipient completes the invoice as follows:
 1. Reimbursement: Recipient completes the Billing Period, Invoice Date, and the Amount Requested column on the invoice, signs, dates, and submits the invoice to the Grant Administrative Contact. The Recipient will also enter the amount of Program Income earned and Cost Share incurred, if applicable.
 2. No Expenditure Invoice: Recipient completes the Billing Period, Invoice Date, and checks the "NO EXPENDITURES" box, signs, dates, and submits the invoice to the OGA. No Expenditure Invoices must be accompanied by an explanation of why no costs were incurred during the billing period.
 3. Final Invoice: Recipient follows the instructions for a Reimbursement Invoice and marks the invoice as "Final" indicating all payment obligations have been met and no further payments are due.
- D. The final invoice is due no later than thirty (30) calendar days following the expiration of the Agreement term or after the project is complete, whichever comes first.
- E. Ten percent (10%) of the total amount awarded in this Agreement will be withheld until receipt, review and approval of the Final Report as described in Exhibit E, Item 9, B.
- F. A Withhold Payment Notification (Notification) to delay payment of an invoice will be issued if there is an invoice discrepancy or error, unallowable costs claimed, unresolved desk review findings, or late reports. A Notification will not be issued for funds withheld pursuant to Exhibit E, Item 8, E. The Notification will describe the reason for withholding payment and what actions, if any, are required to resolve the issues for withholding payment. An invoice delayed pursuant to a Notification will be processed for payment when all issues are resolved.

The withhold determination may be appealed in writing and post marked within ten (10) calendar days of the date of notification, and addressed to CDFA, Legal Hearing and Appeals Office or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Hearing and Appeals Office
1220 N Street
Sacramento, CA 95814

9. Reporting Requirements

- A. The Recipient must submit a final report of project results covering the entire grant term and must be submitted no more than thirty (30) calendar days following the expiration date of this Agreement or after the project is complete, whichever comes first. The final report should be an informative narrative to record the accomplishments of the project, how goals set forth in the SOW were achieved, and the activities conducted to reach these accomplishments. The final report serves as record that all project activities are accounted for and finalized. Ten percent (10%) of the grant agreement amount will be withheld pending receipt, review and approval of the Final Report as set forth in Exhibit E, Item 8, E.

10. Notification of Problems and Delays

Recipient must immediately notify the Grant Administrative Contact of any delays, problems, and/or adverse conditions that may materially affect the project. Some problems and delays may require a SOW revision.

11. Performance/Compliance Reviews

- A. The Recipient agrees to allow the reviewer(s) access to records during normal business hours and to allow interviews of any employees who may reasonably have information related to the records. The Recipient agrees to provide all documentation requested by CDFA or its designee.
- B. The Recipient must submit a written corrective action plan in response to performance/compliance concerns as identified in a site visit, an audit, an agreed upon procedures and/or a monitoring review.

12. Publicity and Acknowledgement

If the Recipient chooses to acknowledge the USDA Food Nutrition Service (FNS) SFMNP support of projects funded, in whole or in part by this Agreement, when publicized in any news media, brochures, publications, audiovisuals, or other types of promotional material, the acknowledgement must read as follows:

“Funding for [Project] was made possible by the U.S. Department of Agriculture’s (USDA) Food Nutrition Services (FNS), Senior Farmers Market Nutrition Program. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the USDA.”

The Recipient should submit a copy of all publications to the OGA for its files, whether the Recipient chooses to acknowledge the USDA’s SFMNP support or not.

The Recipient may not use the CDFA or the USDA logo.

13. Single Audit Requirements

State, local, and tribal governments, non-profit organizations, and institutions of higher education that expend more than \$750,000 annually in federal awards must comply with the single audit requirements contained in 2 CFR 200 Subpart F and are required to submit a copy of the single audit report to the OGA.

14. Enforcement Actions

CDFA may take one or more of the following remedies for the failure to comply with the Agreement terms and conditions, including invoicing and reporting requirements, depending on the severity and duration of the non-compliance, according to applicable statutes, regulations, and policies. The Recipient will be provided an opportunity to correct the deficiencies before CDFA takes enforcement actions; however, repeated or continued non-compliance may result in termination of the Agreement for cause pursuant to Exhibit B, Item 14.

- A. Disallowance of costs for all or part of the cost of the activity or action not in compliance, or for the invoicing or reporting period not in compliance;
- B. Withdrawal of authorized personnel approval;
- C. Withholding of payments;
- D. Denial of advance payment requests;
- E. Imposition of additional conditions in accordance with 2 CFR 200.207 and 200.338;
- F. Suspension or termination of the Agreement in accordance with 2 CFR 200.338 - 200.342.

15. Record Retention and Accessibility

The Recipient must comply with the procedures and requirements regarding record retention and accessibility as contained in 2 CFR 200.333 – 200.337.

The Recipient must maintain and have available, upon request by CDFA or its designee, all financial records, project records, and supporting documentation pertaining to this Agreement until January 31, 2025 or until any litigation related to the grant is resolved, whichever is later. All records must be made available to CDFA or its designees upon request.



California Department of Food and Agriculture
2021 Senior Farmers Market Nutrition Program
Attachment 1 - Scope of Work

20-1048-001-SF **California Association of Food Banks** **\$912,851**

PROJECT TITLE:

2021 Senior Farmers Market Nutrition Program – Bulk Purchase

PROJECT DURATION:

Start Date: March 12, 2021

End Date: September 30, 2021

ABSTRACT:

The California Association of Food Banks (CAFB) will use its well-established partnerships to support the distribution of Senior Farmers Market Nutrition Program (SFMNP) benefits to low-income seniors in our state most at risk of health issues related to poverty and food insecurity to meet the unprecedented statewide need at food banks in response to COVID-19.

PROJECT PURPOSE/ GOALS:

To help address supply chain issues due to COVID-19, this project will offer timely remedy to supply chain issues resulting from COVID-19 pandemic and supplement the impacts of COVID-19 pandemic that have been incurred by producers and consumers who have limited or restricted access to direct to consumer outlets in the state. This project provides low-income seniors with fresh, nutritious, unprepared, locally grown fruits, vegetables, honey and cut herbs from authorized farmers that are or were offered for sale at certified farmers' markets in the state.

This project is important and urgent as a result of COVID-19 by securing and distributing California produce to seniors in need through a network of food banks.

PROJECT WORK PLAN/TIMELINE: List the activities that will be performed to achieve the project.

Activities	Performed by	Timeline
Release Request for Produce Bid for produce boxes	CAFB	March/April 2021
Coordinate media inquiries, program engagement and outreach	CAFB, CDFA	March/April 2021
Assist with reviewing farmer applications and confirm eligibility	CDFA	April/May 2021
Review and award bids	CAFB	May 2021
Communicate with regional food banks regarding availability of produce and distribution schedule	CAFB	May 2021

Set up project management for project deliverables (invoicing, purchase orders, procuring produce and distribution)	CAFB	May 2021
Coordinate produce box delivery to food banks	CAFB	June- September 2021
Submit final report of project results within 30 days after projection completion or by October 31, 2021, whichever comes first.	CAFB	October 31, 2021

LOCATION /COLLECTION POINTS/DISTRIBUTION SITES

Below are the regional collection sites to date. Additional collection sites may be added after agreement execution.

Site Name	General location (e.g. Central Region, Northern or Southern)	Site Type (e.g. local food banks)
Community Action Partnership of Orange County	Southern	
Dignity Health Connected Living	Northern	
The Food Bank of Monterey County	Central	
Food Share of Ventura County	Central	

REGIONAL/GEOGRAPHIC REACH

The project will serve low-income seniors in counties throughout California including the counties identified above.

PROJECT PARTNERS:

Interfaith Sustainable Food Collaborative – Advise on program implementation

Community Alliance with Family Farmers (CAFF) - Advise on program and selection process

Ag Institute of Marin – Advise on program implementation

California Department of Social Service (CDSS), Food Distribution Unit, CalFresh and Nutrition Branch - Outreach to CSFP food banks for participation in the box delivery program

PROJECT OVERSIGHT:

Maria Houlné, PMP, Project Director, will be in charge of project oversight including all project deliverables and fiscal accountability. Maria joined CAFB in 2021 with an extensive background in food banking and supply chain/logistics, as well as with industry associations. During her 11 years at Feeding

America, she led several innovative projects helping the organization grow their impact. Most recently she comes from Vision Share, a coalition of Eye Banks as a Distribution Director/Program Manager.

Jillian Carbone, Administrative Assistant, will be handling the administration of the program. Jillian joined CAFB in February 2020. Her previous work has been in program support and administration within non-profit/public sectors. She is a graduate of Southern Connecticut State University and holds a BA in English.

RECONCILIATION: INVOICING

Invoices are due 30 days after the monthly invoice period. Invoices must be submitted at least monthly, but not more frequently than bi-monthly.

BUDGET: \$912,851

Budget Summary			
Expense Category	CDEFA Grant Funds Requested	Amendment # 1	Cost Share
A. Personnel	\$0		\$0
B. Fringe Benefits	\$0		\$0
C. Travel	\$0		\$0
D. Equipment	\$0		\$0
E. Supplies (Produce Boxes)	\$673,066		\$0
F. Contractual	\$0		\$0
G. Other (Production and delivery)	\$187,435		\$0
Direct Costs Subtotal	\$0		\$0
H. Indirect Costs (7%)	\$52,350		\$0
Total Budget	\$912,851		\$0.00

Total # of boxes: 19,230

Produce Boxes:	673,066
Production and delivery	\$120,128
Regional Food bank admin (10%)	\$67,307
CAFB Admin (7% of SFMNP Grant Allocation)	\$52,350
Total	\$912,851