

“Grantees and Contractors are hereinafter referred to as Contractor.”

The fiscal and administrative requirements of the Nutrition Education and Obesity Prevention Branch (NEOPB) contracts must comply with the United States Department of Agriculture (USDA) Supplemental Nutrition Assistance Program-Education (SNAP-Ed) and NEOPB policies. All SNAP-Ed activities and materials must be reasonable in cost and scope, necessary, and targeted to SNAP eligible participants.

The NEOPB assigned Contract Manager (CM) will monitor each contract for submission of fiscal and administrative deliverables. The contractors are required to notify their assigned CM of any changes or potential problems with meeting these deliverables.

The contractor is responsible and accountable for all contractual fiscal and administrative requirements in their executed NEOPB contract. This includes the timely and accurate submission of the following fiscal and administrative deliverables, included but not limited to:

1. Budget Workbook, which includes the Budget Justification (BJ) and Budget Cover Sheet (BCS), during the State Plan process(Appendix 2)
2. Budget Adjustment(s) or Amendment(s), if applicable (Appendix 2)
3. Subcontract, Consultant Agreement, or Mini-Grant Agreement (Appendix 23)
4. Invoice (monthly or quarterly) (Appendix 3)
5. Supplemental Invoice (within 90 days of the quarter completion (Appendix 3)
6. Source documentation for all expenditures invoiced to NEOPB (upon request and up to 3 years after the contract term ends)
7. Annual Audit Report (see Section 1000 for details)
8. Contractor’s Release Form CDPH 2352, to be submitted with the Final Contract Year, 4th Quarter invoice. (Appendix 4)
9. Timely response to NEOPB inquires for information, State and/or Federal drills.

200.1 Contract Execution

Contracts are considered effective once the budget justification is approved by USDA, and the contractual documents are signed by CDPH, and if required, by the California Department of General Services (DGS).

In the event of delays in the procurement process, a contract may not begin on October 1st of the budget year. In this case, the local Agency’s actual start date will be the date the contract is signed and approved by DGS and/or CDPH. Additionally, a delay in the USDA approval of NEOPB’s State Plan, and/or in the event that Congress does not approve the United States federal budget in time could cause delays to the October 1st start date.

Services performed and expenditures incurred by contractors before the contract is fully executed will **NOT** be eligible for federal reimbursement.

200.2 Non-Compliant and/or Probationary Status

Contractors and subcontractors are expected to meet and stay within the boundaries of contractual compliance when managing their approved contract. If a contractor does not adhere to the parameters and remedial efforts are ineffective, corrective action(s) will be taken to improve the agency's performance. For example, a contract may be placed on probationary status if the contractor demonstrates a pattern of non-compliance. Following is a list of possible corrective actions for non-compliant contractors, including but not limited to:

1. Develop and implement a corrective action plan;
2. Request refund of prior payment(s);
3. Withhold invoice payments or a percentage of the invoice amount;
4. Contract budget reduction, the funds released may be used to fund growth for other contractors that have a record of good performance;
5. Place on probation and monitored prior to invoice payment;
6. Reduce a contract term;
7. Not renew a contract; and
8. Early contract termination.

200.3 Contractor's Release Form

Contractors are required to submit the Contractor's Release Form (Appendix 4) with the final invoice at the end of the contract term. Refunds to prior reimbursements have to be issued to NEOPB in the event of any monetary future audit findings.