

Recipient Name	California Department of Social Services (County of Fresno)
FNS Federal Agreement No.	<b>SNAP E&amp;T_CA_15</b>

## FOOD NUTRITION SERVICE

### Fiscal Year 2015 Pilot Projects to Reduce Dependency and Increase Work Requirements and Work Effort Under the Supplemental Nutrition Assistance Program (SNAP)

#### COOPERATIVE AGREEMENT TERMS AND CONDITIONS

The USDA Food and Nutrition Service (hereinafter referred to as “Agency”) awards funding to **California Department of Social Services (County of Fresno)** (hereinafter referred to as “Recipient”). This award is made under the authority of Section 16(h) of the Food and Nutrition Act of 2008 (the Act), as amended through Public Law 113-128 (7 U.S.C. 2025(h)).

By acceptance of this award, the Recipient agrees to comply with the terms and conditions of the award listed below. The Recipient will conduct the project as described in its submission of the Standard Form 424, 424A, and proposal signed and dated **11/21/2014**, including any subsequent revisions, amendments and/or clarifications. The Agency contact for this award is:

Carla Garcia, Grants Officer  
Grants and Fiscal Policy Division  
3101 Park Center Drive, Suite 740  
Alexandria, VA 22302  
Email: carla.garcia@fns.usda.gov

The Catalog of Federal Domestic Assistance Number for this project is: **10.596**

#### TERMS SPECIFIC TO SNAP EMPLOYMENT AND TRAINING (E&T) PILOTS

##### **Roles and Responsibilities**

**Food and Nutrition Service:** The Agency will oversee the pilot projects, provide direction and technical assistance both to the Recipient and the evaluation contractor, and coordinate their efforts. The Agency will approve major aspects for the pilot projects in advance of their implementation in a manner and time frame agreed upon between the Recipient and the Agency.

**Evaluation Contractor:** The independent evaluation contractor will work closely with the Recipient throughout the duration of the cooperative agreement. The primary objective of the evaluation contractor will be to conduct an independent evaluation of the project, using rigorous study designs and methods necessary to provide credible, unambiguous, and clear answer questions central to this grant. The evaluation contractor will also provide technical assistance to the Recipient to ensure the success of the pilot project and its evaluation.

**Recipient:** The Recipient has overall responsibility for planning, implementation, and operations of the pilot project. The Recipient shall comply with the terms and conditions of this cooperative agreement and

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cooperate fully with the Agency and the evaluation contractor throughout the course of the project and the independent evaluation.

The Recipient agrees to comply with the provisions in the Request for Applications (RFA) and the following criteria:

1. **Operate projects in accordance with the requirements of Sections 6(d) and 20 of the Act and the implementing regulations at 7 CFR 273.7, except as otherwise provided in the RFA and this agreement.** Among other things, the Recipient:
  - Does not need to submit an annual plan for this project that outlines activities (7 CFR 273.7(c)(6)) nor does it need to report participation in project activities on the FNS 583 E&T Program Activity Report (7 CFR 273.7(c)(8)-(11));
  - Is responsible for screening each work registrant to determine whether or not it is appropriate, based on the State agency’s criteria, to refer the individual to an E&T program, and if appropriate, referring the individual to an E&T program component. At minimum, this screening shall include an identification of basic needs and barriers.
  - Agrees to assess work registrants participating in E&T activities outside of the pilot and counting hours engaged in these activities towards any minimum participation requirement.
  - Agrees to the Agency’s standards for unsubsidized and subsidized employment, including those to ensure that failure to work for reasons beyond the control of an individual, such as involuntary reduction in hours of employment, shall not result in ineligibility for SNAP. For mandatory subsidized or unsubsidized employment, the Recipient agrees to the standards of willful misconduct for failure to work.
  
2. **To the extent possible, ensure that at least 85 percent of pilot project participants must be work registrants, as identified in section 6(d) of the Act.**
  
3. **Participate in the independent evaluation of the project and fully cooperate with the independent evaluation contract selected by the Agency.** The Agency expects that the Recipient will demonstrate flexibility in working with the Agency and evaluation contractor in the planning and implementation of both the program and evaluation design. The Agency and evaluation contractor will be responsible for supporting the Recipient in the design and implementation of the SNAP E&T services, including identifying areas that need strengthening, establishing performance benchmarks, and monitoring and providing technical assistance to identify challenges and strategies for improving program implementation.

Working with the Agency and evaluation contractor, the Recipient is expected to implement and maintain a clear contrast between the research program group(s) and control group services. The Agency and evaluation contractor will also be working closely with the pilots to develop and implement a valid and strong random assignment evaluation design, assure adequate samples sizes and/or faster sample build-up, and collecting data for the study.

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Participation and cooperation include:

- Assisting with arrangements for site visits from the Agency and the evaluation contractor;
- Developing and implementing, in cooperation with the Agency and the evaluation contractor, procedures and materials to ensure legally effective and prospectively obtained informed consent from participants in the evaluation sample that is valid for up to six years after the participant enters the E&T pilot;
- Cooperating with the evaluation contractor to assure the project areas are large enough to support independent evaluation and random assignment;
- Implementing a random assignment process to create treatment and control groups, designed by and supported with technical assistance from the evaluation contractor;
- Providing data on employment and training services provided to participants and their outcomes (such as recruitment, enrollment, retention, completion, certification, job entry, employment retention and advancement, and earnings);
- Providing access (including all necessary approvals) to administrative records maintained by the SNAP or other State agency on employment, earnings and public benefit receipt (including TANF, Medicaid, and General Assistance) of members of the evaluation sample;
- Facilitating access (including updated contact information) for evaluation contractor interviews or site visits with evaluation sample participants, agency staff, and other partners or stakeholders in pilot operations;
- Providing copies of relevant pilot documents, such as meeting notes, memoranda, and procedural manuals;
- Working in cooperation with the evaluator to trouble-shoot and resolve issues and refine procedures to the extent feasible; and
- Making all efforts to maintain the integrity of the evaluation and ensure the quality of the data provided to the contractor.

4. **Commit to collaborate with the State workforce board and other job training programs in the State and local area.** The Recipient will uphold the commitments made in its proposal and honor the commitments of partner organizations that submitted a Letter of Commitment to collaborate in the planning and/or implementation of pilot activities.
5. **Commit to maintain at least as much State funding for SNAP E&T programs and optional workfare as the State expended in fiscal year (FY) 2013.** The Recipient agrees to maintain the same level of State funding for SNAP E&T programs as it expended in FY 2013.
6. **Adhere to specific restrictions on project grant funds. Grant funds:**
  - May only be used to supplement, not supplant, non-Federal funds for existing E&T activities or services;
  - Must not be used for certification activities, including SNAP eligibility determinations, verification activities, determining whether an individual must be work registered, the work

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registration process, or any further screening performed during the certification process, nor for sanction activities.

**7. Participate in orientation meeting, closeout meeting, and regular conference calls organized by the Agency.**

- The Recipient shall attend an orientation meeting along with other grantees and the evaluation contractor at the Agency headquarters within two months of this award. The purpose of this meeting is to review the research design and discuss preparations for meeting the research objectives.
- The Recipient shall attend a closeout meeting at the conclusion of the pilot project to present findings and exchange information on lessons learned. The Recipient shall provide a formal presentation at that time.
- The Recipient shall participate in regular (as frequent as monthly) conference calls with the Agency. The purpose of these calls is to review activities to date, identify accomplishments and difficulties encountered, develop solutions to overcome difficulties, and facilitate technical assistance. The Recipient shall provide the Agency with an agenda five business days prior to each call. The Recipient shall also prepare minutes for each call and distribute to the Agency no later than five business days after the call.

**STANDARD TERMS OF THE AWARD**

- 1. Funding:** The Agency will provide funds to the Recipient in the amount stated on the Grant/Cooperative Agreement Form FNS-529, Box 10, and as specified in the grant award letter, for use in accordance with this agreement. Funds will be provided at the Agency’s discretion through the Letter of Credit, Reimbursement, or in advance of need, upon receipt of a properly executed Grant/Agreement Form FNS-529.
- 2. Performance Period (2 CFR 200.309):** The period of performance for this project is listed on the Grant/Cooperative Agreement Form FNS-529, Box 19 and 20. The recipient may only incur allowable costs during the period of performance. Any costs incurred prior to the period of performance must be approved in writing by the Agency.

All funds must be obligated and all program activities under the agreement (other than activities related to the close out of the agreement) must be completed by the Expiration Date listed on the Grant/Cooperative Agreement Form FNS-529, Box 20. The closeout of the agreement must occur within 90 days of the expiration date, and all obligations incurred under the agreement must be liquidated by this date.

- 3. Amendments/Revisions and Budget Changes (2 CFR 200.308):** The Recipient may request an amendment or revision to the agreement, including the proposal, in writing at any time during the duration of the agreement. Prior approval is required for any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision), changes in key personnel, such as the project director, disengagement from the project for more than three months (or a 25

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percent reduction in time devoted to the project) by the project director, transfer of funds budgeted for participant support costs, the subawarding, transferring or contracting any work (unless approved in the submitted application package) or changes to budget line cost/expenditure. All amendments or revision must be submitted in writing to [Carla.garcia@fns.usda.gov](mailto:Carla.garcia@fns.usda.gov) and may be mailed to:

Carla Garcia Grants Officer  
Grants and Fiscal Policy Division  
3101 Park Center Drive, Suite 740  
Alexandria, VA 22302

The Recipient may transfer costs within the approved direct cost categories to meet unanticipated requirements. However, as required in 2 CFR 200.308(e) the Agency requires that prior approval be obtained for any budget revision that involves a shift of funds among line-items in excess of 10% of the total approved grant budget. Such revisions must be submitted in writing with a revised budget in the same format as the original budget. All other requirements within 2 CFR 200.308 shall also apply.

The Recipient must include justification with any proposed amendment/revision and budget changes. All requests for changes must be made at least 30 days before the end of the grant period. Any request received after this time will not be considered.

4. **Non-agreement funds:** The Recipient may seek and apply for funds from other sources in support of the mission of the agreement. The Recipient must ensure that any funds obtained from other sources and used in support of the mission of the grant (including any funds for the administrative costs associated with the grant) are expended in accordance with this agreement.

## REPORTING

5. **Quarterly Progress Reports:** Progress reports must be sent to the Agency 30 days following the end of each quarterly period. These reports should cover the preceding quarterly period of activity. A final report identifying the accomplishments of the project is due 90 days after the end date of this Agreement. At a minimum, progress reports should include the following information:
- A narrative description of project progress, tasks completed, and roadblocks or problems;
  - Reasons why goals and objectives were not met, if appropriate, particularly at predefined go/no-go decision points, and justification of decision to proceed;
  - Discuss the budget impact and/or costs associated within this reporting period;
  - List key activities planned for the next report period;
  - Findings or activities which may require changes in schedule, accomplishments, or costs, particularly those changes which may impact the Recipient's ability to utilize grant funds within the specified time period;

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- Other pertinent information including, when appropriate, analysis and explanation of cost overruns; and
- Any unique aspects that you would like to share.

The Recipient must report immediately any problems, delays, or adverse conditions that impair the Recipient’s ability to meet the grant objectives. The notification must include information on action taken or contemplated in response to the problem.

All materials developed with funding from this Agreement must be submitted in an electronic format (preferably Microsoft Word).

The Recipient should submit the Quarterly Progress Report and associated documentation and attachments via electronic mail to the Grants Officer at: [Carla.garcia@fns.usda.gov](mailto:Carla.garcia@fns.usda.gov). If the Recipient wishes to send a hard copy, an original shall be sent to the address listed for the Grants Officer.

In the event that the Agency identifies compliance or implementation issues, the Agency may require the Recipient to report on a more frequent basis. The Agency will work with the Recipient to identify the content of the interim report and an appropriate reporting schedule.

- 6. Financial Status Reports:** The Recipient is required to electronically enter the quarterly and final financial status report (SF-425) into the FNS, Food Programs Reporting System (FPRS). This report must be certified by the Recipient’s chief fiscal officer or an officer of comparable rank. Included with the terms and conditions are instructions on how to obtain access and enter data into FPRS. This report must be entered within 30 days after the close of each quarter. The Final Financial Report must be entered into FPRS within 90 days of the expiration of this agreement. This report must also be certified by the Recipient’s chief fiscal officer or an officer of comparable rank.

## **REGULATORY AND STATUTORY REQUIREMENTS**

- 7. Office of Management and Budget (OMB) Guidance:** This Federal financial assistance award is subject to rules and regulations related to the Recipient’s organizational entity type as noted below.

### **Government-wide Regulations**

- 2 CFR Part 25: “Universal Identifier and Central Locator Contractor Registration”
- 2 CFR Part 170: “Reporting Sub-award and Executive Compensation Information”
- 2 CFR Part 175: “Award Term for Trafficking in Persons”
- 2 CFR Part 180: “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-Procurement)”
- 2 CFR Part 200: “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”

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- 2 CFR Part 400 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”
- 2 CFR Part 415: “General Program Administrative Regulations”
- 2 CFR Part 416: “General Program Administrative Regulations for Grants and Cooperative Agreements to State and Local Governments”
- 2 CFR Part 417: “Office of the Chief Financial Officer: Department of Agriculture Implementation of OMB Guidance on Non-Procurement Debarment and Suspension”
- 2 CFR Part 421: Requirements for Drug-Free Workplace (Financial Assistance)
- 7 CFR Part 3, Debt Management
- 41 U.S.C. Section 22 “Interest of Member of Congress”
- Freedom of Information Act (FOIA). Public access to Federal Financial Assistance records shall not be limited, except when such records must be kept confidential and would have been excepted from disclosure pursuant to the “Freedom of Information” regulation (5 U.S.C. 552)
- Privacy Act. The Recipient shall follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

## PROPERTY STANDARDS

**8. Insurance Coverage** (2 CFR 200.310): The Recipient must provide insurance coverage for real property and equipment acquired or improved with Federal funds.

**9. Intangible Property** (2 CFR 200.315):

- a. The Recipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under the award. The Agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use these materials for federal purposes and to authorize others to do so.

"Federal purposes" include the use of award products in activities or programs undertaken by the Federal Government, in response to a governmental request, or as otherwise required by federal law. However, the federal government's use of copyrighted materials is not intended to interfere with or disadvantage the recipient or assignee in the sale and distribution of the award product.

The Agency may request copies of an award product for non-profit use. These copies will be provided at the cost of reproduction and shipping, and no royalties or other fees will be charged.

- b. The Agency has the right to:

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1. Obtain, reproduce, publish or otherwise use the data first produced under an award; and
2. Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

c. In addition, in response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under an award that were used by the Federal Government in developing an agency action that has the force and effect of law, the Agency shall request, and the recipient shall provide within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the FNS obtains the research data solely in response to a FOIA request, the Agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the agency, the recipient, and applicable sub-recipients. This fee is in addition to any fees the agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

d. Title to intangible property acquired under an award or sub-award vests upon acquisition in the Recipient. The Recipient shall use that property for the originally authorized purpose and shall not encumber the property without Agency approval. The Agency reserves the right to determine the disposition of the intangible property when it is no longer needed for the originally authorized purpose.

**10. Federally-owned and exempt property (2 CFR 200.312):** Title to federally-owned property remains vested in the Federal entity. The Recipient must submit annually an inventory listing of federally-owned property to the Agency. Upon completion of the project, or when the property is no longer needed, the recipient must contact the Agency for disposition instructions.

**11. Equipment (2 CFR 200.313):** Equipment is defined as tangible, nonexpendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. The purchase of equipment not included in the approved project budget is allowable only if it is specifically approved beforehand by the Agency and there is documentation to support that the purchase is necessary and reasonable to carry out project activities.

Equipment records must be maintained that include the description of the equipment, the serial number or other identification number, the source of equipment, the title holder, the acquisition date, the cost of the equipment, the location, use, and condition of the equipment, and any ultimate disposition data including the date of disposal and the sale price of the equipment. A physical inventory of the equipment must be taken and the results reconciled with the equipment records at least once every two years. The Recipient will share the results of this inventory. A Tangible Personal Property Report, SF-428, must be submitted at award close-out to report the status of the equipment, if requested.

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The Recipient will follow the Agency’s equipment disposition guidance and procedures. Disposition procedures will be provided by the Agency.

In expending funds for equipment and products, all Recipients and sub-recipients will comply with the Buy American Act, 41 U.S.C. 10a-c.

**Sub-recipient compliance:** The Recipient will ensure that sub-recipients are in compliance with applicable Federal administrative requirements and cost principles. No funds shall be provided to an eligible collaborator or contractor before such an agreement is signed by all parties.

## PROCUREMENT STANDARDS

12. When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The Recipient will comply with Federal regulations on the procurement of recovered materials (2 CFR 200.322) and ensure that every purchase order or other contract includes any clauses required by contract provisions (2 CFR 200.326). All other non-Federal entities, including sub-recipients of a State, will follow §§ 200.318 general procurement standards through 200.326 contract provisions.
  - a. **General procurement standards** (2 CFR 200.318): The non-Federal entity must use its own documented procurement procedures, which reflect applicable State and local laws and regulations provided that procurements conform to applicable Federal law and the standards identified in this section. The Recipient must maintain oversight over contractors to ensure performance in accordance with the terms, conditions and specifications of their contracts or purchase orders, including written performance standards of its employees engaged in the selection, award and administration of contracts. The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. In accordance with 2 CFR 200.318(j), the non-Federal entity may only use time and material type contracts after a determination that no other contract is suitable and if the contract includes a ceiling that the contractor exceeds at its own risk.
  - b. **Competition** (2 CFR 200.319): All procurement transactions must be conducted in a manner providing full and open competition consistent with 2 CFR 200.319.
  
13. **Suspension/Debarment:** The Recipient agrees to ensure that all sub-recipients are neither excluded nor disqualified under the Suspension and Debarment rules found at 2 CFR Parts 180 and 417 by doing any one of the following:
  - a. Checking the System for Awards Management (SAM) to determine if the applicant or Recipient has been debarred or suspended. This information can be found at [www.sam.gov](http://www.sam.gov).

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- b. Collecting a certification that the entity is neither excluded nor disqualified. Because a Federal certification form is no longer available, the Recipient or sub-recipient electing this must devise its own.
- c. Including a clause to this effect in the sub-recipient agreement and in any procurement contract expected to equal or exceed \$25,000, awarded by the Recipient or a sub-recipient within any agreements.

**14. Nondiscrimination:** The Recipient will comply with following the nondiscrimination statutes and regulations, other related regulations and any USDA nondiscrimination directives:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d- *et seq.*) and USDA regulations at 7 CFR Part 15, Nondiscrimination, an Department of Justice regulations at 28 CFR Part 42, Non discrimination; Equal Employment Opportunity: Policies And Procedures;
- b. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 *et seq.*) and USDA regulations at 7 CFR Part 15a, Education Programs or Activities Receiving or Benefiting from Federal Financial Assistance;
- c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 1681 *et seq.*) and USDA regulations at 7 CFR Part 15a, Education Programs or Activities Receiving or Benefiting or Benefiting from Federal Financial Assistance, and Department of Justice regulations at 28 CFR Part 41, Implementation of Executive Order 12250, Nondiscrimination On the Basis of Handicap In Federally Assisted Programs; and
- d. Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*) The Recipient assures that it will immediately take any measures necessary to effectuate the requirements in these laws, regulations and directives. The Recipient gives this assurance in consideration of and for the purpose of obtaining the funds provided under this agreement.
- e. The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination on the basis of disability in employment (Title I), state and local government services (Title II), places of public accommodation and commercial facilities (Title III). (42 U.S.C. 12101-12213).

The following nondiscrimination statement shall be included, in full, on all materials that are produced by the grant recipient for public information, public education, or public distribution.

“In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color national origin, sex, age, or disability.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights; Room, 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.”

## RECORD RETENTION AND ACCESS

- 15. Evaluation and Access to Records** (2 CFR 200.336): The Recipient will cooperate with any evaluation of the program by providing the Agency requested data and access to records. The Recipient will cooperate with any, as needed, on-site financial and/or technical reviews and audits at any time during the term of the agreement. In addition, the Recipient shall make all records pertaining to activities under the grant available for audit purposes.

The Recipient will require any sub-recipient or contractors to comply with the requirements of this agreement and ensure that the Agency has access to any sub-recipient or contractors for purposes of evaluating, monitoring or reviewing other operations or records as they relate to this grant. When entering into a sub-award, the Recipient shall ensure that the sub-recipient agreement contains any clause required by Federal Statute or Executive Order and their implementing regulations.

## NONCOMPLIANCE AND TERMINATION

- 16. Noncompliance** (2 CFR 200.338 – 200.340): As provided in 2 CFR 200.338, the Agency may unilaterally terminate this grant agreement or disallow costs of up to 100 percent of the funds made available under the agreement if the Recipient fails to comply with any term of the agreement. The Agency will consider failure to comply with the reporting requirements of this agreement to be a material failure to comply with the agreement and a basis for termination. In addition, section 16(h)(1)(F)(iii) of the Act provides that USDA shall establish and implement a process to terminate a pilot project for which the State has failed to meet the qualifying criteria of this grant or any other criteria established by the Agency. As provided in the Act, the process shall include a reasonable time period, not to exceed 180 days, for the Recipient found in noncompliance to correct the noncompliance. If the Recipient fails to comply with the qualifying criteria for a pilot grant and the terms of this agreement, the Agency will review the circumstances and determine whether it is appropriate to suspend the project, develop a corrective action plan, or take any of the other actions available to the Agency under law and Federal regulations. If USDA or the Agency decides to take action against the Recipient for noncompliance under this agreement, USDA or the Agency will provide the recipient written notice of the basis for its determination.

In the event that an award is suspended and corrective action is not taken within 180 days of the suspension effective date, the Agency may issue a notice of termination. No costs that are incurred during the suspension period or after the effective date of termination will be allowable, except those that are specifically authorized by the suspension or termination notice or those that, in the opinion of the Agency, could not have been reasonably avoided.

Within 30 days of the termination date, the Recipient shall furnish to the Agency a summary of progress achieved under the award, an itemized accounting of charges incurred against award funds

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and cost sharing prior to the effective date of the suspension or termination, and a separate accounting and justification for any costs that may have been incurred after this date.

## OTHER REQUIREMENTS

- 17. USDA/FNS acknowledgement:** Unless otherwise advised by the Agency, the Recipient will acknowledge the support of USDA FNS whenever publicizing the work under this grant. To this end, the Recipient must include in any publication resulting from work performed under this grant an acknowledgment in substantially the form set below:

“This project has been funded at least in part with Federal funds from the U.S. Department of Agriculture. The contents of this publication do not necessarily reflect the view or policies of the U.S. Department of Agriculture, nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government.”

- 18. Liabilities:** The Recipient may not seek any financial recourse from the Agency as a result of any liabilities the Recipient might incur for bodily injury or personal property damage resulting from negligent acts, errors, or omissions of the Recipient, their officers, agents or employees, or if applicable its sub-recipients or their officers, agents, or employees, in performing this agreement. Liabilities of the United States are governed by the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.*

- 19. Program Income (2 CFR 200.307):** Program income is money that is earned or received by a recipient or a sub-recipient from the activities supported by award funds or from products resulting from award activities. It includes, but is not limited to, income from fees for services performed and from the sale of items produced under an award; usage or rental fees for equipment or property acquired under an award; admission fees; broadcast or distribution rights; and license fees and royalties on patents and copyrights. The federal share of program income is determined by the percentage of total project costs that are supported by the Agency.

**Income Earned During the Award Period:** The Federal share of program income earned during the award period shall be retained by the recipient and, unless the award specifies how such income will be used, the recipient must use it toward the existing project or add it to the project funding to cover increased costs of the project.

A report of program income earned during the award period must be submitted with the final Federal Financial Report whenever program income is earned during the award period or when the terms and conditions of the award specifically require such a report. The report shall indicate the total amount of program income that was earned and how it was used.

If income is to be returned to the Agency, a check made payable to the Food and Nutrition Service (FNS) and identified as program income must be submitted to the Accounting Division at the following address:

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USDA Food and Nutrition Service  
ATTN: Accounting Division  
P.O. Box 979027  
St. Louis, MO 61397-9000

## **POST CLOSEOUT ADJUSTMENTS AND COLLECTIONS**

- 20. Post-closeout adjustments** (2 CFR 200.344): The closeout of a Federal award does not affect:
- a. The right of the Agency to disallow costs and recover funds on the basis of an audit or later review;
  - b. The obligation of a non-Federal entity to return funds as a result of later cost adjustments;
  - c. Audits requirements;
  - d. Property management and disposition requirements; and
  - e. Record retention requirements.
- 21. Collections:** Any funds paid in excess of the amount in which the non-Federal entity is finally determined to be entitled will constitute a debt to the Federal Government. If these funds are not repaid within 90 days, the Agency may: make an administrative offset; withhold advance payments or take other necessary actions. In addition, interest will accrue on this overdue debt in accordance with the Federal Claims Collections Standards (31 CFR Parts 900 through 999).