



**AMENDMENT NUMBER ONE  
 CONTRACT No. MA-012-24010641  
 BETWEEN THE COUNTY OF ORANGE  
 AND  
 COMMUNITY ACTION PARTNERSHIP OF ORANGE COUNTY  
 FOR  
 SNAP-ED/CALFRESH HEALTHY LIVING PROGRAM SERVICES**

This Amendment to Contract No. MA-012-24010641 hereinafter referred to as “Amendment Number One” is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California; hereinafter referred to as “County” and Community Action Partnership of Orange County, D-U-N-S No. 039729835, a California non-profit corporation, with a place of business at 11870 Monarch St., Garden Grove, CA 92841 (hereinafter referred to as “Subrecipient”), with the County and Subrecipient sometimes referred to as “Party” or collectively as “Parties”.

**RECITALS**

**WHEREAS**, County and Subrecipient entered into Contract No. MA-012-24010641, hereinafter referred to as “original Contract,” for the provision of SNAP-Ed/CalFresh Healthy Living Program Services, commencing, July 15, 2024 through September 30, 2024, in the amount not to exceed \$75,000; and

**WHEREAS**, County now desires to renew Contract for an additional one-year, effective October 1, 2024, through September 30, 2025; increase Contract amount by \$375,141, for a new maximum Contract not to exceed amount of \$450,141; replace Attachment A, Scope of Services; replace Attachment B, Payment/Compensation; replace Attachment C. Budget Schedule; replace Attachment D, Staffing Plan; replace Attachment E, Performance Standards; and replace Attachment F, Federal Award Identification; and,

**NOW, THEREFORE**, in consideration of the mutual obligations set forth herein, both Parties mutually agree to amend as follows:

1. Contract is hereby renewed for one-additional year, effective October 1, 2024, through September 30, 2025.
2. Contract amount is hereby increased by \$375,141 for a new maximum Contract not to exceed amount of \$450,141.
3. Attachment A, Scope of Services, is hereby replaced with Attachment A-1.
4. Attachment B, Payment/Compensation, is hereby replaced with Attachment B-1.
5. Attachment C, Budget Schedule(s), is hereby replaced with Attachment C-1.
6. Attachment D, Staffing Plan, is hereby replaced with Attachment D-1.
7. Attachment E, Performance Standards, is hereby replaced with Attachment E-1
8. Attachment F, Federal Award Identification, is hereby replaced with Attachment F-1.

Except as otherwise expressly set forth herein, all terms and conditions contained in the original Contract, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment Number One on the dates with their respective signatures:

**\*COMMUNITY ACTION PARTNERSHIP OF ORANGE COUNTY**

By: DocuSigned by:  
Gregory C. Scott  
D399F9B98E6E43B...  
Name: Gregory C. Scott  
(Print)

By: DocuSigned by:  
Alan Silkes  
14D3A786AB3F49A...  
Name: Alan Silkes  
(Print)

Title: President & CEO

Title: Chief Financial officer

Dated: 8/16/2024

Dated: 8/19/2024

\*For Subrecipients that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

For Subrecipients that are not corporations, the person who has authority to bind the Subrecipient to a Contract, must sign on one of the lines above.

\*\*\*\*\*

**COUNTY OF ORANGE**  
A Political Subdivision of the State of California

By: \_\_\_\_\_  
Deputized Purchasing Agent  
OC Community Resources

Dated: \_\_\_\_\_

**APPROVED AS TO FORM**  
**OFFICE OF THE COUNTY COUNSEL**

By: DocuSigned by:  
John Cleveland  
E1D711B998E541B...  
DEPUTY COUNTY COUNSEL

Dated: 8/16/2024

## ATTACHMENT A-1 SCOPE OF SERVICES

### I. GENERAL REQUIREMENTS

#### A. Hours of Operation and Schedules

##### 1. Regular Hours of Operation:

Contracted service hours of operation shall be from 8:00 a.m. to 5:00 p.m.; Monday through Friday, excluding County observed holidays.

Hours of Operation	
Monday - Friday	8:00 a.m. – 5:00 p.m.
Saturday and Sunday	closed

##### 2. Holiday Operation Schedules:

Subrecipient must ensure that service delivery of program(s) is available throughout the holiday seasons. Closures are authorized only on County observed holidays. County holidays that fall on a Saturday will be observed on the preceding Friday.

County Observed Holidays	
Independence Day	Christmas Day
Labor Day	New Year’s Day
California Native American Day	Martin Luther King Jr. Day
Veteran’s Day Observed	Lincoln’s Day
Thanksgiving Day	President’s Day
Day after Thanksgiving	Memorial Day

#### B. Funding Requirements

If Subrecipient receives funds pursuant to this Contract for more than one program, the funds received by Subrecipient for each program shall be expended only for that program, and Subrecipient shall not expend more funds for any program than are set forth in the Attachment C, Budget Schedule(s) for that program.

Subrecipient shall operate continuously throughout the term of this Contract with at least the minimum number and type of staff and volunteers required for provision of the services described. Such staff and volunteers shall be qualified in accordance with all applicable statutes and regulations. Subrecipient agrees to submit to Administrator, upon request, a list of persons, including employees, subcontractors and volunteers, who are to provide such services, and any changes to said list, by name, title, professional degree, and experience.

Additional Services. Subrecipient also shall provide the following services to Older Individuals to whom it provides the services described herein in Attachment A with the consent of the Older Individual, or his or her representative, Subrecipient shall bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the Older

Individual, or the household of the Older Individual, in imminent danger. Nothing in this paragraph shall be construed to limit Subrecipient's responsibilities for elder abuse reporting as set forth in this Contract.

Coordination of services. Subrecipient shall assure that all services funded under this Contract are coordinated with other appropriate services in the community and that services funded under this Contract do not constitute unnecessary duplications of services provided by other sources.

Coordination of resources. Subrecipient shall work collaboratively with County, particularly the Information and Assistance Program (I&A), to ensure that clients who may need any services available through Older Americans Act or Older Californians Act Programs are referred to I&A for assistance in accessing these services.

### **C. Subrecipient's Records**

1. Subrecipient shall keep true and accurate accounts, records, books and data, which shall correctly reflect the business transacted by Subrecipient in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County or until an audit has occurred and an audit resolution has been reached. Storage of records in another County will require written approval from the County. Subrecipient shall reimburse County for all costs and expenses incurred by County and/or the State and U. S. government resulting from travel to a location outside of the County to inspect the records.
2. Records Retention. All accounting records and evidence pertaining to all costs of Subrecipient and all documents related to this Contract shall be kept available at Subrecipient's office or place of business for the duration of this Contract and thereafter for three (3) years after completion of an audit. Records which relate to: (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Contract; or (2) costs and expenses of this Contract to which County or any other governmental department takes exception, shall be retained beyond the three (3) years until final resolution or disposition of such appeals, litigation, claims, or exceptions.
3. Liability. Subrecipient shall pay to County the full amount of County's liability to the State or Federal government or any department thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to Subrecipient's failure to perform under this Contract.

### **D. Information Integrity and Security**

1. Information Assets. Subrecipient shall have in place operational policies, procedures, and practices to protect State information assets including those assets used to store or access Personal Health Information (PHI), Personal Information (PI), and any information protected under the Health Insurance Portability and Accountability Act (HIPAA) (i.e., public, confidential, sensitive and/or personal information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in the State Administrative Manual, Section 5300 to 5365.3; Cal. Gov. Code § 11019.9; DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets. Information assets include (but are not limited to):

1. Information collected and/or accessed in the administration of the State programs and services.
  2. Information stored in any media form, paper or electronic.
2. Encryption on Portable Computing Devices. Subrecipient is required to use 128-Bit encryption for PSCI data that is collected under this Contract and stored on portable computing devices (including, but not limited to, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including, but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).
3. Disclosure.
    - a) Subrecipient shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations, or policies.
    - b) Subrecipient shall protect from unauthorized disclosure, PSCI such as names and other identifying information, concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant.
    - c) "Personal Identifying information" shall include, but not be limited to name; identifying number; social security number; state driver's license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voiceprint or a photograph.
    - d) Subrecipient shall not use PSCI in Section "iii" above for any purpose other than carrying out Subrecipient's obligations under this Contract. Subrecipient and its subcontractors are authorized to disclose and access identifying information for this purpose as required by County.
    - e) Subrecipient shall not, except as otherwise specifically authorized or required by this Contract or court order, disclose any PSCI obtained under the terms of this Contract to anyone other than County or CDA without prior written authorization from County or CDA. Subrecipient may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
    - f) Subrecipient may allow a participant to authorize the release of PSCI to specific entities but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Subrecipient accept such blanket authorization from any participant.
4. CDA Privacy and Information Security Awareness Training. Subrecipient employees and volunteers handling PSCI must complete and comply with all requirements of the CDA Privacy and Information Security Awareness Training module located at [https://aging.ca.gov/Information\\_security](https://aging.ca.gov/Information_security) within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee or volunteer's employment and annually thereafter. Subrecipient must maintain certificates of completion on file and provide them to CDA upon request.
5. Health Insurance Portability and Accountability Act (HIPAA) and Personal, Sensitive and Confidential Information (PSCI). Subrecipient agrees to comply with the privacy and security requirements of HIPAA, (i.e., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI).

6. Security Incident Reporting. A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost, or stolen. Subrecipient must comply with CDA's security incident reporting procedures located at <https://www.aging.ca.gov/ProgramsProviders/#Resources>.
7. Security Breach Notifications. Notice must be given by the Subrecipient to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.
8. Software Maintenance. Subrecipient shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.
9. Electronic Backups. Subrecipient shall ensure that all electronic information is protected by performing regular backups of automated files and databases and ensure the availability of information assets for continued business. Subrecipient shall ensure that all data, files, and backup files are encrypted.

#### **E. Access**

Subrecipient shall provide access to the federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Subrecipient or subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions.

#### **F. Evaluation and Monitoring**

1. Site inspection. Authorized County, State and federal representatives shall have the right to inspect work, program and service sites of Subrecipient during the term of this Contract at any time during normal business hours.
2. Evaluating, monitoring and assessing Subrecipient's performance. Authorized County, State and/or federal representatives shall have the right to monitor, assess and evaluate Subrecipient's performance pursuant to this Contract. Said monitoring, assessment and evaluation may include, but is not limited to, audits, inspections of project premises, visits to participant worksites, and interviews of project staff and participants.
3. Subrecipient cooperation. Subrecipient shall actively participate and cooperate with County, State and/or federal representatives in the monitoring, assessment and evaluation processes, including making any program and any administrative staff (fiscal, etc.) available at the request of such representatives. Subrecipient shall also ensure timely and appropriate action on all deficiencies pertaining to the Federal programs detected through monitoring and on-site review. [CFR 45, 75.352].
4. Failure to comply. Failure by Subrecipient to meet the conditions necessary for an evaluation will be sufficient grounds for County to withhold and/or delay reimbursement or to terminate this Contract.

## **G. Procurement**

1. **Competitive process.** Subrecipient acknowledges that the procurement of all supplies, services and equipment pursuant to, and utilizing funds provided by, this Contract involves the expenditure of public funds and that the use of a competitive process open to all interested competitors is necessary to maintain the public trust and to allow all interested persons to compete for business resulting from expenditure of said public funds.
2. **Non-profit Subrecipient.** If Subrecipient is a non-profit organization, Subrecipient shall comply with standards and guidelines provided in 45 C.F.R., Part 74, in procuring all supplies, equipment, construction and services pursuant to, and/or utilizing funds provided by, this Contract.
3. **Local government Subrecipient.** If Subrecipient is a local government, Subrecipient shall comply with the directives applicable to procurement by subgrantees set forth in 45 C.F.R. Part 92.36 in procuring all supplies, services and equipment pursuant to, and/or utilizing funds provided by, this Contract.
4. **Deviation.** Should Subrecipient wish to deviate from the requirements of this Paragraph F or wish to issue a sub-contract to other than the lowest bidder or competitor, Subrecipient shall submit written justification therefore to Administrator for approval or denial and shall withhold any further action until receipt of written notice of Administrator's approval of said request. The decision of Administrator shall be final.

## **H. Property**

1. Unless otherwise provided for in this Paragraph G, property refers to all assets used in operation of this Contract.
  - a) Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles, etc.
  - b) Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
2. Property acquired under this contract, which meets any of the following criteria is subject to the reporting requirements:
  - a) Has a normal useful life of at least one (1) year and has a per unit acquisition cost of at least \$5,000 for all equipment purchased after June 30, 2020, requires justification from Subrecipient (desktop or laptop setup, is considered a unit, if purchased as a unit). Prior written approval from the County and CDA is needed for all equipment purchases over \$5,000 and must be included in the approved budget.
  - b) All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook, computers, tablets, smartphones, and cellphones) requires justification from Subrecipient. Prior written approval from the County and CDA is needed for purchase of all computing devices, regardless of cost, and must be included in the approved budget.
  - c) All portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives) requires justification from Subrecipient. Prior written approval from the County and CDA is needed for purchase of all portable

- electronic storage media, regardless of cost, and must be included in the approved budget.
- d) All new and previously acquired vehicles purchased with CDA funds (all or a portion of) must list the *County of Orange Office on Aging* as lienholder on the title of the vehicles.
3. Additions, improvements, and betterments to assets meeting all of the conditions in Section B, above, must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
  4. Intangibles are property, which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
  5. Subrecipient shall keep track of property purchased with funds from this Contract and submit to County a Property Acquisition Form (CDA 9023), in electronic form, for all property furnished or purchased with funds awarded under the terms of this Contract, as instructed by County or CDA. Subrecipient shall certify their reported property inventory annually with the Closeout by completing the Program Inventory Certification (CDA 9024) to County unless otherwise directed by Administrator.
  6. Subrecipient shall record, at a minimum, the following information when property is acquired:
    - a) Date acquired
    - b) Item description (include model number)
    - c) CDA tag number
    - d) Serial number (if applicable)
    - e) Purchase cost or other basis of valuation
    - f) Fund source
  7. Disposal of Property:
    - a) Prior to disposal of any property purchased with funds from this Contract or any predecessor Contract, Subrecipient must obtain approval from CDA for reportable property. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. Subrecipient shall email to County the electronic version of the Request to Dispose of Property (CDA 248). CDA will then instruct County on disposition of the property, and County will notify Subrecipient. Once approval for disposal has been received from CDA, and the County has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from Subrecipient's inventory report.
    - b) Subrecipient must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing



devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

8. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Subrecipient shall promptly notify OoA.
9. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Contract, unless otherwise required by federal law or regulations or as otherwise agreed by the Parties.
10. Subrecipient shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project and shall assume responsibility for replacement or repair of such property during the period of the project, or until Subrecipient has complied with all written instructions from County regarding the final disposition of the property.
11. In the event of Subrecipient's dissolution or upon termination of this Contract, Subrecipient shall provide a final property inventory to County. The State reserves the right to require Subrecipient to transfer such property to another entity or to the State.
12. To exercise the above right, no later than 120 days after termination of this Contract or notification of Subrecipient's dissolution, County will issue specific written disposition instructions to Subrecipient.
13. Subrecipient shall use the property for the purpose for which it was intended under the Contract. When no longer needed for that use, Subrecipient shall use it, if needed, and with written approval of County for other purposes in this order:
  - a) Another CDA program providing the same or similar service
  - b) Another CDA-funded program
14. Subrecipient may share use of the property and equipment or allow use by other programs, upon written approval from County. As a condition of the approval, County may require reimbursement under this Contract for its use.
15. Subrecipient shall not use equipment or supplies acquired under this Contract with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
16. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

## **I. General Regulations**

### **1. Nondiscrimination**

Subrecipient shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307) from CDA, which is hereby incorporated by reference. In addition, the Subrecipient shall comply with the following:

a) Equal Access to Federally-Funded Benefits, Programs, and Activities

Subrecipient shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

b) Equal Access to State-Funded Benefits, Programs, and Activities

Subrecipient shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [2 CCR § 98323]

c) California Civil Rights Laws

Subrecipient shall, ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Contract.

The California Civil Rights Laws Certification ensures Subrecipient compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960) and ensures that Subrecipient internal policies are not used in violation of California Civil Rights Laws.

d) Subrecipient assures the OoA and State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC 12101 et seq.]

e) Subrecipient agrees to include these requirements in all contracts it enters into with Subcontractors to provide services pursuant to this Contract.

2. Conflict of Interest

a) Subrecipient shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of Subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the OoA and/or State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the OoA and/or State and such conflict may constitute grounds for termination of the Contract.

b) This provision shall not be construed to prohibit employment of persons with whom the Subrecipient's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

3. Contracts in Excess of \$100,000

If all funding provided herein exceeds \$100,000, the Subrecipient shall comply with all applicable orders or requirements issued under the following laws:

- a) Clean Air Act, as amended. [42 USC 7401]
- b) Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]
- c) Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
- d) State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
- e) Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]

**J. Expenditure of Funds**

1. Subrecipient shall expend all funds received hereunder in accordance with the Contract.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.
  - a) In State - Mileage/Per Diem (meals and incidentals)/Lodging – <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>
  - b) Out of State - <http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>

This is not to be construed as limiting Subrecipient from paying any differences in costs, from funds other than those provided by this Contract, between CalHR rates and any rates Subrecipient is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CDA.

**K. Subcontractor**

Subrecipient shall:

1. Administer this Contract and require any Subcontractors to administer their subcontracts in accordance with this Contract, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Contract and resolve all issues using good administrative practices and sound judgment. Subrecipient and its Subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.
2. Require language in all subcontracts to require all Subcontractors to comply with all applicable State and federal laws.
3. Maintain on file copies of subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of OoA and/or CDA.
4. Monitor the insurance requirements of its Subcontractors in accordance with this Contract.

5. Conduct annual comprehensive monitoring of all subcontractors to ensure CDA compliance. Subcontractors shall be monitored within six (6) months of effective date of agreement.
6. Resolve any issues regarding performance with subcontractor within thirty (30) days from completed date of monitoring.
7. Provide the County a copy of the completed monitoring and any applicable resolutions to performance.

## II. **GENERAL PROGRAM REQUIREMENTS**

**Subrecipient shall adhere to and perform, but not be limited to, the following requirements for all programs:**

### A. **Program**

1. Provide and maintain written policies and procedures consistent with the requirements of the funding source and government laws and regulations.
2. Provide information on available services and resources for elderly clients and/or family caregivers.
3. Work collaboratively with County, particularly the Office on Aging's Information and Assistance Call Center (I&A), to ensure that clients in need of services as provided via the Older Americans Act or Older Californians Act programs are provided referrals and assistance with accessing these services.
4. Identify and serve the targeted population and outreach to the low-income, at-risk minority population.
5. Develop applicable program and intake forms that meet CDA requirements and submit to the County for review and approval within 30 days of contract execution.
6. Provide written policies and methods of implementation regarding income structure for all programs.
7. Provide the County with a current and active DUNS Number and SAMS Unique Entity Identifier (UEI) prior to Contract execution.

### B. **Elder Abuse**

1. Notify appropriate officials when cases of imminent danger including, but not limited to harm, abuse and/or neglect toward older adults and dependent adults are observed or reported.
2. Provide follow-up with the proper authorities for Elder Abuse reporting in order to ensure that all required paperwork and report details have been documented and submitted in a timely manner.

3. Promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721 including but not limited to: reporting identified and/or suspected instances of elder abuse, referring inquiries related to elder abuse to the appropriate agency(ies), etc.

**C. Staffing and Organization**

1. Train and update internal staff on current policies and procedures regarding program operation, including procedures for operating contracted Older Americans Act programs.
2. Maintain and have available at the request of the County:
  - a) Written job descriptions for each staff position. Each job description shall include position title, qualifications to hold the position, duties and responsibilities, lines of communication for supervision and reporting, salary range, and available benefits options.
  - b) Latest version of each program's organizational chart.
  - c) Written policy governing the use of volunteers, including a concise definition of volunteer responsibilities, recruitment, training, and supervision.
  - d) Time sheets for employees and volunteers.
  - e) Current copies of governing by-laws that contain Board member information, advisory members, committees and meeting schedules as required by the County, if applicable.
  - f) Current Board Agenda and Minutes
  - g) Grievance process and policy for older adult and caregiver clients, employees, and volunteers.

**D. Emergency Preparedness Practices and Facility Requirements**

1. Develop an on-site Emergency Operations Plan.
2. Conduct annual training with staff and volunteers on the Emergency Operations Plan.
3. Ensure that staff are assigned and regularly trained on specific responsibilities during emergencies.
4. Conduct two (2) fire drills per year and provide copies of the fire drill roster to the County.
5. Ensure the health and safety of program participants by monitoring the expiration dates of food and water supplies and replacing when applicable to do so.
6. Maintain and have available at the request of the County:
  - a) Copy of the Emergency Operations Plan
  - b) Up-to-date inventory on disaster response supplies and equipment.
  - c) Current health inspection reports to the County, if applicable.
7. Ensure that the following applies to the staff and volunteer work environment:

- a) All furniture, appliances and other freestanding objects are secured in the event of an emergency.
- b) Gas and water shut-off valves are clearly marked and legible along with instructions/tools on how to operate the shut-off in cases of emergency.
- c) Evacuation plan is posted in a highly visible location within the facility.
- d) Supplies of food and water is stored in a specific location and available to each program participant in cases of emergency.
- e) Flashlights, portable radio and batteries are provided for the facility in cases of emergency.
- f) First aid supplies are provide and maintained for the facility in cases of emergency.
- g) Current inspection tags on all fire extinguishers are provided and maintained throughout the facility.
- h) Facility exit doors are clearly marked and functional.
- i) Facility walkway paths are free from clutter and obstruction.
- j) Elevator permits are current within each facility, as applicable.

#### E. Language

Provide bilingual program material and services to the community. Subrecipient shall make every effort to offer bilingual program materials and services under CDA and County funded programs in the threshold languages identified by the County.

1. The Subrecipient shall take reasonable steps, based upon the State Standard Agreement and the County's language policy, to ensure that "alternative communication services" are available to non-English speaking or Limited English Proficiency (LEP) beneficiaries of services under this Contract. [2 CCR 11162]
2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
  - a) Interpreters or bilingual providers and provider staff.
  - b) Contracts with interpreter services.
  - c) Use of telephone interpreter lines.
  - d) Sharing of language assistance materials and services with other providers.
  - e) Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
  - f) Referral to culturally and linguistically appropriate community service programs.
3. Subrecipient shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits, and in-home visits. [2 CCR 11162]
4. Subrecipient shall notify its employees of clients' rights regarding language access and Subrecipient's obligation to ensure access to alternative communication services as determined appropriate by Subrecipient. [22 CCR 98324]

5. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Contract. [22 CCR 98370]
6. The five threshold languages in the County of Orange are:
  - a) English
  - b) Chinese (Traditional)
  - c) Korean
  - d) Spanish
  - e) Vietnamese (pre-1975)

**F. Publications**

1. Assure publication conditions are met. Materials published or transferred by the Subrecipient and financed with funds under this Contract shall:
  - a) state, “The materials or product were a result of a project funded by a contract with the California Department of Aging, and administered by the Orange County Office on Aging.”
  - b) give the name of the entity, the address, and telephone number at which the supporting data is available and
  - c) include a statement that, “The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data.”

**G. Outreach/Marketing Activities:**

1. Provide outreach in the community through community organizations and other groups.
2. Outreach and marketing activities shall be documented and kept on file.
3. Develop and have handouts, brochures, and/or signs available in languages other than English and posted in locations such as churches, community service locations, and small stores serving minority communities.

**H. Participant Satisfaction Survey:**

1. Conduct a participant satisfaction survey annually with program participants using the County-provided template to obtain the views about the services received.
2. Subrecipients have the flexibility to add questions or include a needs assessment. Additions to the survey must be approved by the County prior to dissemination.
3. Survey finding must be tabulated using the Participant Satisfaction Survey Results Workbook and submitted to the County via email to the [OoADataTeam@occr.ocgov.com](mailto:OoADataTeam@occr.ocgov.com) on or before May 30th along with a summary detailing a plan of action addressing relevant concerns of participants to improve program services.

4. Subrecipient must keep the completed surveys and the tabulated results on file.

### III. CALFRESH HEALTHY LIVING (SNAP-ED) PROGRAM EXPECTATIONS & REQUIREMENTS

#### A. Definitions:

1. **Activity** means actual work performed by program personnel to implement objectives.
2. **Behavior** indicates action rather than knowledge or attitudes.
3. **Behaviorally Focused Nutrition Messages** means messages that are related to:
  - a. Making healthy food choices, including increasing the consumption of a variety of fruits and vegetables, eating fewer foods high in saturated fat; and switching to whole grains instead of refined grains.
  - b. Choosing a physically active lifestyle, with an emphasis on increasing moderate and vigorous physical activity and improving strength, balance, and flexibility.
  - c. The environmental impact of dietary practices, including safe food handling and promoting community physical activity groups.
  - d. Managing food resources, such as using the nutrition facts label when shopping.
  - e. Food security, such as applying for nutrition assistance programs (i.e., Supplemental Nutrition Assistance Program (SNAP), also known as CalFresh in California; food distribution programs, etc.).
4. **CalFresh** means a federal food assistance program, funded by the United States Department of Agriculture (USDA) and known as the Supplemental Nutrition Assistance Program (SNAP). CalFresh is an entitlement that provides low-income families with electronic benefits that can be used to purchase food at participating markets and food stores.
5. **Census Tracts** are small, relatively permanent geographic entities within counties (or the statistical equivalent of counties) delineated by a committee of local data users. Generally, census tracts have between 2,500 and 8,000 residents and boundaries that follow visible features. Census tract data may be used in targeting audiences for delivery of SNAP-Education (SNAP-Ed).
6. **County Nutrition Action Plan (CNAP)** means the collaborative SNAP-Ed planning process where all CFHL funded partners come together to identify eligible sites for SNAP-Ed delivery and what SNAP-Ed funded entity should serve those sites.
7. **Program Evaluation and Reporting System (PEARS)** means the data reporting platform where all direct education, indirect education, partnerships, coalitions, and policy/systems/environmental activities are entered.
8. **Effectiveness** means the extent to which pre-established objectives are attained as a result of program activity, as indicated by established performance measures.



9. **Emerging Strategies or Interventions** means community- or practitioner-driven activities that have not yet been formally evaluated for nutrition education and obesity prevention outcomes.
10. **Evaluation Process** means the method to collect, analyze, and use program information to identify program effectiveness. There are four key evaluation types:
- a. “Formative” A process of gathering and analyzing feedback during the development or implementation of a program, project, or product. Examples include focus groups with members from the priority population, administered surveys and feedback forms.
  - b. Evaluation involves pre- and ongoing testing of consumer and intermediary elements within program delivery, including messaging, consumer communication materials, training and intervention aids, and evaluation instruments. May be used to adapt elements of an existing evidence-based intervention to a new audience, geographic area, or setting.
  - c. “Process” Determines whether program activities have been implemented as intended and resulted in certain outputs. Examples include using observers to assess program fidelity and conducting participant surveys to assess engagement, satisfaction and understanding of key objectives. From this process evaluation, you can learn whether you need to modify content, refine facilitator training, or address any other intervention components for fidelity or better meet participant needs. Evaluation can involve such measures as tracking the number of materials distributed, the number of clients reached, the effectiveness of alternate methods for delivering services and/or barriers to implementing the intervention; helps to assure fidelity that an evidence-based intervention is delivered as designed and thus likely to result in the expected outcomes.
  - d. “Outcome” Measures program effects in the target population by assessing the progress in the outcomes that the program is to address. Example includes collecting data from pre- and post-surveys. Note: results do not establish cause and effect conclusions.
  - e. “Impact” Assesses the changes that can be attributed to a particular intervention, such as a project, program, or policy, both the intended ones, as well as ideally the unintended ones. An example includes conducting additional post-surveys at regular intervals with participants who provided contact information. Evaluation indicates how effective the intervention was in changing the target populations’ attitudes, awareness and /or behavior.
11. **Evidence-Based Approach** means a nutrition education and obesity prevention approach that integrates the best research evidence with the best available practice-based evidence.
- a. The best research evidence refers to relevant, rigorous nutrition and public health nutrition research, including systematically reviewed scientific evidence.
  - b. Practice-based evidence refers to case studies, pilot studies, and evidence from the field of nutrition education interventions that demonstrate obesity prevention potential.
  - c. Evidence may be related to obesity prevention target areas, intervention strategies, and/or specific interventions. The target areas are identified in the current *Dietary Guidelines for Americans*. Intervention strategies are broad approaches to intervening in specific target areas. Interventions are a specific set of evidence-based, behaviorally focused activities and/or actions to promote healthy eating and active lifestyles.

- d. Evidence-based allowable uses of funds for SNAP-Ed include conducting and evaluating intervention programs and implementing and measuring policy systems, and environmental changes in accordance with SNAP-Ed Guidance.
12. **Integrated Work Plan (IWP)** means the Federal Fiscal Year (FFY) SNAP-Ed three-year work plan developed with an integrated approach by all SNAP-Ed funded implementing agencies in their local jurisdiction. The IWP identifies goals, objectives, key messages, educational materials, description of target population, intervention plans, community needs, target messaging, intervention strategies, and evaluation plans to improve the health of the SNAP-Ed eligible population.
13. **Intervention Strategies** are broad approaches to intervening on specific target areas.
14. **Interventions** are a specific set of evidence-based, behaviorally focused activities and/or actions to promote healthy eating and active lifestyles.
15. **Low-Income Persons** means older adults age 60 and older or age 55 and older for Indian Tribal Organization (ITOs) participating in or applying to SNAP (CalFresh), as well as people with low financial resources defined as gross household incomes at or below 200 percent (200%) of the Federal Poverty Level (FPL). Census data identifying areas where low-income persons reside are examples of available data sources that can be used to identify low-income populations. Participation in other means-tested Federal assistance programs may also be used as a proxy for low-income since these individuals have gross family incomes below 200 percent (200%) of FPL.
16. **Needs Assessment** is the process of identifying and describing the extent and type of health and nutrition problems and needs of low-income older adults in the community.
17. **Older Adult** means a person age 60 or older. When working with ITOs an older adult is a person age 55 or older.
18. **Participant** means an individual age 60 and older or age 55 and older for ITOs participating in a SNAP-Ed activity at an eligible SNAP-Ed site.
19. **Partnerships** mean SNAP-Ed funded and non-funded partners in the community to help SNAP-Ed programs reach their goals.
20. **Poverty Guidelines** means the administrative version of the Federal Poverty Measure issued annually by the Department of Health and Human Services in the Federal Register. Also known as the FPL, these guidelines are often used to set eligibility for certain programs. (<http://aspe.hhs.gov/poverty/index.shtml>)
21. **Program Requirements** means SNAP-Ed program requirements found in the Nutrition and Food Act of 2008, Sec. 28 as amended through Pub. L. 113-128 (7 USC 2036a); Healthy Hunger Free Kids Act of 2010, (Sec. 41 Pub. L. 111-296); SNAP: Nutrition Education and Obesity Prevention Grant Program, Interim Rule (7 CFR 272.2); Agricultural Act of 2014 (Sec. 4028 Pub. L. 113-79); SNAP-Ed Guidance; and California Department of Aging (CDA) Program Memoranda.

22. **Project** means a discrete unit of nutrition education or obesity prevention intervention at the local level, which is distinguished by a specifically identified low-income target population.
23. **SNAP Nutrition Education and Obesity Prevention Services** are a combination of educational strategies, accompanied by supporting policy, systems, and environmental interventions, demonstrated to facilitate adoption of food and physical activity choices and other nutrition-related behaviors conducive to the health and well-being of SNAP participants, low-income individuals eligible to receive benefits under SNAP.
24. **SNAP-Ed Eligible Individuals** refers to the target audience for SNAP-ed, specifically SNAP participants and other low-income individuals who qualify to receive SNAP benefits or other means-tested Federal assistance programs, such as Medi-Cal or Temporary Assistance for Needy Families. It also includes individuals residing in communities with a significant low-income population.
25. **SNAP-Ed Target Audience** includes SNAP participants, low-income individuals eligible to receive benefits under SNAP or other means-tested Federal assistance programs such as Medi-Cal, Supplemental Security Income, Emergency Food Assistance Sites, and low-income housing such as HUD or section 8.
26. **SNAP-Ed Site** means any site that meets the USDA, Food and Nutrition Service (FNS) approved site eligibility standards in *Scope of Work Specific to CalFresh Healthy Living* section of this contract.
27. **Unduplicated Count** means that a person is counted once, regardless of the number of sessions within a series in which they participated. A participant should be counted once for each different intervention they attend. Please use these guidelines when reporting social marketing and/or policy, systems, and environmental (PSE) change activities.
28. **United States Department of Agriculture, Food and Nutrition Service (USDA, FNS)** is an agency that works to end hunger and obesity through the administration of fifteen (15) federal nutrition assistance programs including SNAP.

## **B. Scope of Services**

The Subrecipient shall:

1. Ensure program services are provided only to the defined eligible population.
2. Ensure no fees may be charged for services.
3. Subrecipient shall not require proof of age as a condition of receiving services.
4. Administer SNAP-Ed in accordance with program requirements, policies/procedures outlined in this Contract, and in the current FFY federal SNAP-Ed Guidance <https://snaped.fns.usda.gov/program-administration/snap-ed-plan-guidance-and-templates>. [SNAP-Ed Guidance]
5. Implement a SNAP-Ed program targeting the SNAP-Ed eligible population. [7 USC 2026a(1)(B)(ii)] [SNAP-Ed Guidance]

6. Identify a primary contact for the Contract who is required to stay informed of any policy/procedural changes.
7. Provide SNAP-Ed services in accordance with USDA, FNS Guidelines at the local level. [7 USC 2026a(1)(B)(ii)] [SNAP-Ed Guidance]
8. Contractor/s shall establish effective working relationships with cities, other Older Individuals services providers, existing providers for the CalFresh Expansion program, and various health care programs, including the Orange County Health Care Agency.
9. Contractor shall create a comprehensive site list where they intend to administer the SNAP-Ed program, such as the provision of Direct and Indirect Education.
10. Ensure SNAP-Ed sites meet at least one of the following site eligibility USDA, FNS Guidance Standards:
  - a. Method 1. Means-Tested Setting. Sites are qualified on the population they serve, and not on their physical location. Only low-income residents receive services at this site. This population qualifies by being eligible for CalFresh, Medi-Cal, public housing, low-income senior apartments, shelters, SSI, Low-Income Home Energy Assistance Program (LIHEAP), IHSS, or a food pantry/food bank/Food Distribution on Indian Reservations, etc.
  - b. Method 3. Census data. The site address must be within an eligible low-income census tract or census block group where at least 50% of the population has income at or below 200 percent of the Federal Poverty Level. If the program is targeting a specific race/ethnicity, the most current data for that group may be used. Use the CalFresh Healthy Living Geographic Information System (CFHL GIS) to identify a qualifying census tract.
  - c. Method 10. Surveys.
    - i. Intake Forms. Use Title IIIC participant intake forms to determine that at least 50 percent (50%) of participants have gross incomes at or below 100 percent (100%) of the FPL. Ensure Title IIIC SNAP-Ed site eligibility is evaluated annually, and the eligibility documentation records are kept on file at the contracting agency. [7 CFR 272.2(d)(2)(i) and (v)] [USDA/Western Regional Office Targeting Methodology Summary]
    - ii. Survey – Identify that at least 50 percent (50%) of participants have gross incomes at or below 200 percent (200%) of the FPL.
  - d. Method 11. Qualifying Farmers Markets. If the Farmer’s Market is not in an allowable low-income census tract, nutrition education programs must identify whether the farmers market accepts CalFresh Electronic Benefit Transfer (EBT). The Local Implementing Agencies (LIA) will need to show that the market is the only place where low-income consumers can buy from local farmers, or that there are only one or two markets that serve this area.
11. Ensure SNAP-Ed funds made available under this Contract are used solely for approved, older adult, SNAP-Ed activities. [7 CFR 272.2(d)(2)(vi)(B)] [7 USC 2026(a)]
12. Provide SNAP-Ed direct and indirect education activities based on CDA-approved, evidence-based, nutrition education and obesity prevention programs. SNAP-Ed activities

must align with specific key messaging that meets the current [Dietary Guidelines for Americans](#) as follows:

- a. Follow a healthy dietary pattern at every life stage.  

Customize and enjoy nutrient-dense food and beverage choices to reflect personal preferences, cultural traditions, and budgetary considerations. Focus on meeting food group needs with nutrient-dense foods and beverages and staying within calorie limits.
  - b. Limit foods and beverages higher in added sugars, saturated fat, and sodium, and limit alcoholic beverages.
13. Ensure the ultimate accountability for funds received from OoA and for the effective and efficient implementation of the activities as described in the CDA-approved SNAP-Ed IWP, which is incorporated by reference, and all pertinent program and data requirements. [7 CFR 272.2] [7 USC 2026a] [SNAP-Ed Guidance]
  14. Participate in local CNAP meetings. [SNAP-Ed Guidance]
  15. Demonstrate that there is a need for SNAP-Ed activities. SNAP-Ed activities shall not supplant existing programs. The SNAP-Ed site location where SNAP-Ed activities are provided must meet the USDA, FNS delivery requirements for delivery of SNAP-Ed services. SNAP-Ed targeting plans must be updated as needed and approved by OoA/CDA prior to delivery. [7 CFR 272.2(B)] [SNAP-Ed Guidance]
  16. Ensure that each SNAP-Ed intervention is evaluated for effectiveness using any of the following methods: formative, impact, outcome, and process evaluation techniques as defined in <http://www.fns.usda.gov/sites/default/files/EvaluationPrinciples.pdf>. Use OoA/CDA recommended evaluation tools as appropriate.
  17. Conduct pre- and post- intervention evaluations in SNAP-Ed series-based classes. The evaluation shall include, at a minimum, questions from validated evaluation tools for physical activity (Adult Physical Activity Survey) and dietary behaviors (Food Behavior Checklist), as applicable. [2 CFR 200 331]
  18. Utilize the Data Entry Templates (DETs) provided by CDA to code the results from the surveys.
  19. Maintain a website to reflect current SNAP-Ed programs and services.
  20. Certify, on a semi-annual basis, the time and effort of employees devoting 100% to SNAP-Ed, or certify on a weekly basis, the time and effort of employees devoting less than 100% to SNAP-Ed. Said certification shall be prepared by the supervisor of the applicable employee.
  21. The Subrecipient must perform an inventory of current items when purchasing Nutrition Education Reinforcement Items (NERI).
  22. Ensure compliance with the following USDA, FNS civil rights requirements:

- a. SNAP-Ed staff annually participates in civil rights training and maintains training documentation on file. Training is available online at: [https://www.cdph.ca.gov/programs/NEOPB/Documents/Fillable\\_Civil%20Rights092015.pdf](https://www.cdph.ca.gov/programs/NEOPB/Documents/Fillable_Civil%20Rights092015.pdf) [42 USC Section 2000d] [45 CFR Part 80] [USDA, FNS Instruction 113-1] [CDSS, Manual of Policies and Procedures (MPP) Section 21-117].
- b. A civil rights policy and discrimination procedure for processing and responding to client complaints on the basis of perceived or actual discrimination is established. Complaints must be documented and maintained in a complaint log. [42 USC Section 2000d] [45 CFR Part 80] [USDA, FNS Instruction 113-1] [MPP Section 21-117]
- c. The USDA nondiscrimination poster “And Justice for All,” or other FNS-approved substitute is prominently posted and displayed in all locations where SNAP-Ed interventions are held. [7 CFR 272.6(f)(2)]
- d. The SNAP-Ed nondiscrimination statement must be made available in English and other languages appropriate for the local population served or directly affected by any USDA program or activity.

23. Publication Specific to SNAP-Ed:

The Subrecipient shall assure that the following publication conditions are met:

- a. Materials published or transferred by Subrecipient shall: (a) state “This material was funded by USDA’s Supplemental Nutrition Assistance Program-SNAP. This institution is an equal opportunity provider. Visit [www.CalFreshHealthyLiving.org](http://www.CalFreshHealthyLiving.org) for healthy tips.”; (b) give the name of the entity, the address, and telephone number at which the supporting data is available; and (c) include a statement that “The conclusions and opinions expressed may not be those of the California Department of Aging and that the publication may not be based upon or inclusive of all raw data.”
- b. Acknowledge that USDA, FNS reserves a royalty-free, non-exclusive right to reproduce, publish, use, or authorize others to use photographs, videos, recordings, computer programs and related source codes, literature, or other products procured, in whole or in part, with SNAP funds for Government purposes. [SNAP-Ed Guidance, Appendix F]
- c. Materials developed or reprinted with funds include a non-discrimination statement in accordance with the current year’s SNAP-Ed Guidance. [SNAP-Ed Guidance, Appendix F]
- d. All materials, whether newly developed or reprinted, follow SNAP-Ed requirements in accordance with the current year’s SNAP-Ed Guidance. [SNAP-Ed Guidance, Appendix F]

**C. Data and Reporting Provisions - General**

Subrecipient shall adhere, but not be limited to, the following requirements for all programs:

1. Have written procedures and a reliable email system to ensure that all submitted SNAP-Ed data is timely, complete, accurate, and verifiable prior to submission to the County.
  - a. Participant records are kept and stored in a confidential manner.
  - b. Collection and reporting of program data.
  - c. Accuracy of data.

- d. Verification of data prior to submission to the County.
  - e. Procedures on correcting data errors.
  - f. If applicable to the program, a methodology for calculating and reporting:
    - i. Total estimated unduplicated clients in each non-registered service.
    - ii. Total estimated unduplicated clients in all non-registered services.
    - iii. Total estimated unduplicated clients across all registered and non-registered services.
  - g. Performance data monitoring process.
  - h. Accuracy and authenticity of the number of eligible participants served each day.
2. Maintain and adhere to a program data collection and reporting system, as specified in the Contract and required by County.
  3. Orient and train staff regarding program data collection and reporting requirements. Have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.
  4. Establish procedures which ensure the accuracy and authenticity of the number of eligible participants served each day.
  5. Maintain appropriate documentation on each participant.

All fiscal and program data must be reported monthly. All fiscal and program data and reports are due to County by the 15<sup>th</sup> day of the month following the month of service, unless otherwise approved by the County. The County shall have the right to ask for fiscal, program, or other reports related to Subrecipients' performance, as needed, and Subrecipient shall provide all such information within 30 days of receipt of any such request unless a shorter period of time is required under the terms of the Contract.

1. Maintain support files including, but not limited to, invoices, payroll, intake forms, and any other supporting documents to substantiate monthly reports. Subrecipient shall maintain backup documentation sufficient to demonstrate every element of performance under this contract including, but not limited to, the performance of the performance standards in Attachment E (Performance Standards).
2. Maintain participant records to prevent data breaching and unauthorized participant information disclosure. Information about, or obtained from a participant's records, shall be maintained in a confidential manner.
3. All fiscal and program data must be reported monthly. All reports are due to County by the 15<sup>th</sup> day of the month following the month of service, unless otherwise approved by the County.
4. Maintain support files including, but not limited to, invoices, payroll, intake forms, and any other supporting documents to substantiate monthly reports.
5. Maintain records, by month, that support and evidence claimed in-kind expenditures.
6. Develop a cost allocation plan that explains the methods used to allocate costs for programs funded by County.

7. If applicable, develop, prepare, and submit intake forms for approval by the County within the first thirty (30) days of the start of this Contract via email to the [OoADataTeam@occr.ocgov.com](mailto:OoADataTeam@occr.ocgov.com) for CalFresh Expansion services.

**D. Data and Reporting Provisions – CalFresh Healthy Living**

Subrecipient shall:

1. Provide support and technical assistance to Subcontractors and respond in writing to all written requests for directions, guidance, and interpretation of instructions to include client and performance data. [SNAP-Ed Guidance]
2. Attend and participate in required SNAP-Ed contract data reporting training.
3. Subrecipient shall use the reporting form(s) provided by CDA and/or OoA.
4. Utilize the Program Evaluation and Reporting System (PEARS) to gather, track and report program and evaluation data. Contractor will use PEARS to track Policy, System and Environment changes (PSE) efforts, direct education (Program Activities), indirect education (Indirect Activities), partnerships, multi-sector coalitions, and program success stories.
5. Quarterly Reports are due to the Office on Aging on the 1st of the month following the quarter end. For example, Quarter 1 data will be due on January 5<sup>th</sup>.
6. Annual Report (SNAPshot) is due to the Office on Aging on by the 15th of the month following the federal fiscal year end (October 10<sup>th</sup>).
7. Subrecipient shall electronically submit SNAP-Ed quarterly data via the Program and Evaluation Reporting System (PEARS) online data reporting system, along with the written quarterly report as follows, or as instructed by OoA (Note: if the due date is on a weekend, report submission is due on the next business day):

<b>Quarter</b>	<b>Reporting Period</b>	<b>Due Date</b>
Quarter 1	October 1 – December 31	January 5 <sup>th</sup>
Quarter 2	January 1 – March 31	April 5 <sup>th</sup>
Quarter 3	April 1 – June 30	July 5 <sup>th</sup>
Quarter 4	July 1 – September 30	October 5 <sup>th</sup>

8. Subrecipient shall electronically submit annual SNAP-Ed data reports via the PEARS online data reporting system, as follows, or as instructed by OoA (Note: if the due date is on a weekend, report submission is due on the next business day):

<b>Reporting Period</b>	<b>Due Date</b>
October 1 – September 30	October 10 <sup>th</sup>



9. If the Subrecipient anticipates submitting a late report, the Subrecipient shall submit a written explanation, including the reasons for the delay and the estimated date of submission, ten (10) days prior to the report due date to [OoADataTeam@occr.ocgov.com](mailto:OoADataTeam@occr.ocgov.com).
10. Subrecipient shall verify the accuracy of all data submitted to OoA and respond to any OoA data verification requests.
11. Subrecipient shall, in accordance with CDA SNAP-Ed requirements, correct and/or explain questionable data.
  - a. Subrecipient shall correct all errors identified. All corrections shall be submitted to [OoADataTeam@occr.ocgov.com](mailto:OoADataTeam@occr.ocgov.com).
  - b. Subrecipient shall verify all quarterly and annual SNAP-Ed data for accuracy in accordance with USDA, FNS and CDA requirements.
12. Subrecipient shall electronically submit a narrative SNAP-Ed annual report summarizing activities provided during the previous FFY. Detailed information for developing the SNAP-Ed annual report will be provided in future program guidance.
13. Subrecipient shall submit quarterly progress reports providing details on the progress and achievements in reaching program goals and objectives. A quarterly report form will be provided by OoA and is due ten (10) days after the end of each quarter, or as instructed by OoA. Quarterly reports shall be submitted to [OoADataTeam@occr.ocgov.com](mailto:OoADataTeam@occr.ocgov.com).
14. Subrecipient shall submit a success story annually. Detailed information for developing the short 1-2 page success story will be provided in future program guidance.

#### **E. Transition Plan**

1. Subrecipient shall submit a transition plan to OoA within fifteen (15) days of delivery of a written Notice of Termination for the CalFresh Healthy Living (SNAP-Ed) program. The transition plan must be approved by the OoA and CDA and shall at a minimum include the following:
  - a) A description of how SNAP-Ed participants will be notified about the change in their SNAP-Ed provider.
  - b) A plan to dispose of or transfer all records, including confidential records, to a new contractor or OoA, as directed by OoA.
  - c) A plan to inform community referral sources of the pending termination of this SNAP-Ed contract and what alternatives, if any, exist for future referrals.
  - d) A plan to maintain adequate staff to provide continued SNAP-Ed services through the remaining term of this Contract.
  - e) A full inventory of all property purchased during the entire operation of the Contract using SNAP-Ed funding.
  - f) A plan to dispose of, or transfer all property purchased during the entire operation of the Contract using SNAP-Ed funds.

- g) Additional information as necessary to effect a safe transition of clients to other community service providers.
- 2. The Subrecipient shall implement the transition plan as approved by OoA and CDA. OoA will monitor the Subrecipient's progress in carrying out all elements of the transition plan.
- 3. If Subrecipient fails to provide and implement a transition plan as required by Attachment A. II. F., the Subrecipient will implement a transition plan submitted by OoA/CDA to the Subrecipient following the Notice of Termination.

**ATTACHMENT B-1  
PAYMENT/COMPENSATION**

**I. Compensation:**

This is a cost reimbursement Contract between the County and the Subrecipient for up to: \$375,141 beginning October 1, 2024 through September 30, 2025 as set forth in Attachment A Scope of Services attached hereto and incorporated herein by reference. The Subrecipient agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Subrecipient of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the total Contract amount specified unless authorized by an amendment in accordance with Paragraphs C and P of the County's General Terms and Conditions.

**II. Payment Terms:**

Invoices are to be submitted in arrears to the user agency/department. An invoice for the reimbursement of costs shall be submitted to the address specified below upon the completion of the services/activities and approval of the County Project Manager. Subrecipient shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by OC Community Services and subject to routine processing requirements of the County. The responsibility for providing an acceptable invoice rest with the Subrecipient.

Billing shall cover services not previously invoiced. The Subrecipient shall reimburse the County of Orange for any monies paid to the Subrecipient for services not provided or when services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services. In the event cost is disputed and/or disallowed, the County will make partial payment to recoup disputed/disallowed monies in the following billing cycle. The Subrecipient will reimburse the County for disputed/disallowed monies identified after October 10<sup>th</sup> in one lump sum.

Program Invoice(s):

OC Community Resources  
Attention: Accounts Payable  
601 N. Ross St., 6th floor  
Santa Ana, CA 92701  
Or upload to assigned Box.com folder

**III. Invoicing Instructions:**

The Subrecipient will provide an invoice on Subrecipient's letterhead for services rendered. Each invoice will have a number and will include the following information:

The Demand Letter/Invoice must include

- A. Subrecipient's name and address
- B. Subrecipient's remittance address (if different from 1 above)
- C. Subrecipient's Tax ID Number
- D. Name of County Agency Department
- E. County Contract Number
- F. Service date(s) – Month of Service
- G. Delivery Order (DO) / Subordinate Agreement Number
- H. Deliverables / Service description (in accordance with the Contract, Attachment A (Scope of Services) and E (Performance Standards))
- I. Subrecipient's Federal I. D. number
- J. Total

Further instructions regarding invoicing/reimbursements as set forth in Exhibit 5, OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.

#### **IV. Monthly Operating Costs**

Payments for monthly work completed shall be made as follows:

- A. Subrecipient shall timely transmit to County all data required pursuant to this Contract. Subrecipient also shall submit an invoice(s) and such other substantiating reports as County may require, all in a form satisfactory to Project Manager, by the fifteenth (15th) day of each month, showing the prior month's actual expenditures. If the 15th falls on a weekend or holiday, the invoice/data report is due the next business day. If Subrecipient receives funds pursuant to this Contract for more than one program or Service Area, each such program or Service Area shall be invoiced separately from all other programs or Service Areas, and separate substantiating reports shall be submitted for each program or Service Area, unless otherwise approved by Project Manager. County shall make monthly payments based on Subrecipient's data, invoice(s), and substantiating reports, unless otherwise approved by Project Manager.
- B. In cases where errors or Disallowed costs are identified by County, County will return invoice(s) for revision. Subrecipient must resubmit revised invoice(s) within five (5) business days of notification from County, excluding the final month close-out invoice.
- C. No payments will be made if any preceding months' data, reports, or invoices are outstanding, unless otherwise approved by the Administrator.
- D. No payments will be made for costs incurred by Subrecipient which are not "allowable costs" applicable to Subrecipient under 45 C.F.R. Part 92.22(b).
- E. Whenever Subrecipient is not in compliance with any provision of this Contract, Project Manager, may withhold payment until such time as Subrecipient comes into compliance.

- F. Total Monthly Costs may exceed one-twelfth of the Maximum Obligation of County. Upon receipt of sufficient written justification from the Subrecipient, as determined in the sole discretion of the Project Manager, or her designee, the Project Manager, has the discretion, in any given month, to pay over the monthly one-twelfth of the Maximum Obligation.

#### V. Budget Revisions

- A. **Budget revisions** are changes made in the detailed budget submitted to County. Detailed budgets contain the major cost categories listed in Attachment C (3) of this Contract.
- Budget revisions initiated by Subrecipient must be limited to no more than three (3) times per program, per Fiscal Year.
- B. All additional budget revision requests initiated by Subrecipient will be denied. Special consideration may be made for extenuating circumstances, but approval is not guaranteed.
- C. Budget revisions initiated by Subrecipient must be submitted no later than July 31, 2025.

#### VI. Full Compensation

Subrecipient agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Subrecipient of all its duties and obligations hereunder.

#### VII. Close-Out Deadlines

- A. The final month close-out invoice is due on the 10th of October without exceptions. In cases of returned invoices due to errors or Disallowed costs, Subrecipient must resubmit revised invoice(s) within two (2) business days of notification from County.
- B. Request for budget and/or invoice revisions from the Subrecipient will be restricted to a minimum for September invoice(s) and will only be allowed at the County's discretion.
- C. Subrecipient must submit September invoice estimates by the 10<sup>th</sup> of September. Estimates must be projected based on anticipated actual expenditure.

#### VIII. Contributions

- A. Subrecipient shall provide every participant the opportunity to voluntarily contribute toward the cost of the services provided under this Contract. Subrecipient shall protect the privacy of each such contributor with respect to his or her contribution. No Older Individual shall be denied a service because of unwillingness or inability to contribute towards the cost of said service.
- B. Subrecipient shall keep separate accounts of all contributions for services provided pursuant to this Contract. Subrecipient shall report such contributions monthly to County in the format required by County.

- C. Contributions for services provided pursuant to this Contract shall be added to the funds provided to Subrecipient by County pursuant to this Contract and shall be used for the purposes and in accordance with the terms of this Contract.

**IX. THIRD-PARTY REVENUE**

A. Subrecipient shall make every reasonable effort to obtain all available reimbursement from third parties (e.g., insurers), for which persons served hereunder may be eligible. All such third-party reimbursements received by Subrecipient shall be reported to County in the format required by County. The amount of such third-party reimbursements shall be deducted from County's maximum obligation hereunder.

**X. INTEREST EARNED**

- A. If Subrecipient earns interest on funds received pursuant to this Contract, that interest shall be identified as income to the program(s) for which this Contract provides and shall be used and expended only for said program(s). Subrecipient shall maintain in its files full documentation of such interest earnings and expenditures.
- B. If Subrecipient is a nonprofit, it shall maintain any advances of funds or contributions received under this Contract in interest-bearing accounts, unless "a" or "b" below apply:
- i. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on the funds deposited pursuant to this Contract combined with other federal cash balances, if any, maintained by Subrecipient; or
  - ii. The depository would require an average or minimum balance so high that it would not be feasible within the expected cash resources Subrecipient expects to receive under this Contract.

**ATTACHMENT C-1  
BUDGET SCHEDULE**

SNAP-Ed/CalFresh Healthy Living Program Services

**1. Subrecipient’s Budget:**

(October 1, 2024, to September 30, 2025)

Administrative Costs	\$29,510
Program Costs	
Personnel (Salaries and Benefits)	\$215,943
Services and Supplies	\$95,870
Indirect Costs	\$33,818
Total Match Funds (Cash and/or In-Kind)	Not Applicable
Total Budgeted Costs	\$375,141

2. The above Cost Categories is an overview of the actual budget approved by the Office on Aging. Subrecipient shall be responsible for and maintain the approved *Budget Summary by Funding Source and Revenue Sources* spreadsheet that is provided to Subrecipient from Office on Aging. The *Budget Summary by Funding Source and Revenue Sources* spreadsheet shall be maintained and completed in accordance with the Office on Aging policies and processes. Any deviation from the Office on Aging approved budget, may and can delay acceptance of budgets and/or reimbursements.
3. The *Budget Summary by Funding Source and Revenue Sources* spreadsheet must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Subrecipient’s *Budget Summary by Funding Source and Revenue Sources* spreadsheet shall include, at a minimum, the following items when reimbursable and applicable under this Contract:
  - a) Personnel Costs – monthly, weekly, or hourly rates, as appropriate, and personnel classifications together with the percentage of time to be charged to these programs.
  - b) Fringe Benefits.
  - c) Contractual Costs – subcontract and consultant cost detail.
  - d) Indirect Costs.
  - e) Rent – specify square footage and rate.
  - f) Supplies.
  - g) Equipment – detailed descriptions and unit costs.
  - h) In State Travel – mileage reimbursement rate, lodging, per diem, and other costs.
  - i) Out of State Travel – any travel outside the State of California including mileage reimbursement rate, lodging, per diem, and other costs.
  - j) Other Costs – a detailed list of other operating expenses.

**ATTACHMENT D-1**  
**STAFFING PLAN**  
 Community Action Partnership of Orange County  
 October 1, 2024 – September 30, 2025

**I. CalFresh Healthy Living**

Title	FTE*
Senior Manager, Nutrition Education	0.30
Program Coordinator	0.40
Paid Intern	0.25
Program Coordinator (Vietnamese Speaker)	1.00
Program Coordinator (Spanish Speaker)	0.25
Program Coordinator (Korean Speaker)	1.00
Program Coordinator	1.00
<b>TOTAL:</b>	<b>4.20</b>

\*1.00 FTE = Full-Time Equivalent

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written pre-approval of the County Project Manager.

The County may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and time of the service/class required. Assignment of additional key personnel shall be subject to County approval pursuant to Paragraph 13 of the Contract.



**ATTACHMENT E-1  
PERFORMANCE STANDARDS  
SERVICE UNITS**

<b>AGENCY NAME: Community Action Partnership of Orange County</b>		<b>FISCAL YEAR: 2024-2025</b>
<b>PROGRAM NAME(S): CalFresh Healthy Living</b>		
<b>CONTRACT #: MA012-24010641</b>		<b>DATE: October 1, 2024</b>
<b>NUMBER OF ANNUAL SERVICE UNITS</b>	<b>UNDUPLICATED COUNTS</b>	<b>DESCRIPTION OF SERVICE UNITS</b>
50 classes	400 unduplicated clients	<b>Direct Education:</b> An evidence-based, behavior-focused nutrition education and physical activity intervention conducted at the individual and interpersonal levels with an intensity and duration that supports behavior change and allows for active engagement in-person or through interactive media.
50 interventions	1,000 unduplicated clients	<b>Indirect Education:</b> The distribution or display of information and resources, including any mass communications, public events (such as health fairs), and materials distribution, which involve no participant interaction with an instructor or multimedia
100 total visits	25 unduplicated sites	<b>Sites:</b> The physical locations or places where CFHL activities occur. Sites must be means-tested as an area that includes a high population of low-income (below 200% FPL) individuals residing or receiving services in a particular geographical area or a community site.
100 surveys	100 surveys	<b>Needs Assessment Survey</b> is the process of conducting a survey by sampling the Orange County older adult population to help identify their needs, as they pertain to evidence based nutrition education or physical activity to aid in the prevention of obesity within low-income older adults who may qualify.
200 surveys	200 surveys	<b>Pre and Post Surveys:</b> The completion of required surveys as per the program curricula to assess participant knowledge on the information presented.
400 data cards	400 data cards	<b>Demographic Data Cards:</b> Collect participant data as required by the pre-established demographic cards provided by the California Department of Aging.
4	4	<b>Partnerships:</b> CFHL funded and non-funded partners in the community to help CFHL programs reach their goals.
		<b>CFHL Quarterly Report:</b> Complete quarterly report providing updates pertaining to the program activities completed for the quarter.

**ATTACHMENT F-1  
FEDERAL AWARD IDENTIFICATION**

**I. Federal Award Identification**

- A. **Subrecipient Name:** Community Action Partnership of Orange County
- B. **Subrecipient’s Dun & Bradstreet Number (DUNS):** 039729835
- C. **Subrecipient’s SAM Unique Entity Identifier (UEI):** KZHNGKVTDN56
- D. **Federal Award Identification Number (FAIN):** TBD
- E. **Federal Award Date:** FY 2024-2025
- F. **Subaward Period of Performance:** October 1, 2024 through September 30, 2025.
- G. **Total Amount of Federal Funds Obligated by the Action:** \$375,141

CFDA	FAIN	Award Date	Formula Funds	Amount
10.561	TBD	2024	CalFresh Healthy Living	\$93,785
10.561	TBD	2025	CalFresh Healthy Living	\$281,356
<b>TOTAL:</b>				<b>\$375,141</b>

- H. **Total Amount of Federal Funds Obligated to the Subrecipient:** \$375,141
- I. **Total Amount of the Federal Award:** \$527,934
- J. **Federal Award Project Description:** #10.561 State Administrative Matching Grants for the Supplemental Nutrition Assistance Program.
- K. **Federal Awarding Agency:** U.S. Department of Agriculture, Food and Nutrition Services
- L. **Name of Pass-Through Entity (PTE):** California Department of Aging and County of Orange Office on Aging
- M. **Contact Information for the Awarding Official:** Claudia Harris, Director (714) 480-6465, [Claudia.Harris@occr.ocgov.com](mailto:Claudia.Harris@occr.ocgov.com)
- N. **CFDA Number and Name:** #10.561 State Administrative Matching Grants for the Supplemental Nutrition Assistance Program.
- O. **Whether Award is R&D:** No
- P. **Indirect Cost Rate for the Federal Award:** 10%