

1 AGREEMENT FOR PROVISION OF
2 NUTRITION SERVICES/~~NETWORK FOR A HEALTHY~~ NUTRITION EDUCATION AND
3 ~~CALIFORNIA—ORANGE COUNTY~~
4 OBESITY PREVENTION (NEOP) PROGRAM SERVICES

5 BETWEEN
6 COUNTY OF ORANGE

7 AND

8 «UC_NAME» «UC_DBA»

9 OCTOBER ~~15, 2013~~ 1, 2015 THROUGH SEPTEMBER 30, ~~2015~~ 2016

10
11 THIS AGREEMENT entered into this ~~15th~~ 1st day of October ~~2013~~ 2015, which date is enumerated
12 for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and
13 «UCNAME» «UC_DBA», a California «CORP_STATUS» (CONTRACTOR). This Agreement shall be
14 administered by the County of Orange Health Care Agency (ADMINISTRATOR).

15
16 **W I T N E S S E T H:**

17
18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of
19 Nutrition Services/~~Network for a Healthy California—Orange County~~ Nutrition Education and Obesity
20 Prevention (NEOP) Program Services described herein to the residents of Orange County; and

21 WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and
22 conditions hereinafter set forth:

23 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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REFERENCED CONTRACT PROVISIONS

Term: October ~~15, 2013~~1, 2015 through September 30, ~~2015~~2016

~~Period One means the period from October 15, 2013 through September 30, 2014~~

~~Period Two means the period from October 1, 2014 through September 30, 2015~~

Aggregate Maximum Obligation:

Period One Maximum Obligation:	\$2,550,000
Period Two Maximum Obligation:	2,045,000
TOTAL MAXIMUM OBLIGATION:	\$4,595,000

Aggregate Maximum Obligation:

Period One Maximum Obligation:	\$2,550,000
Period Two Maximum Obligation:	2,300,000
TOTAL MAXIMUM OBLIGATION:	\$4,850,000

Basis for Reimbursement: Actual Cost

Payment Method: Actual Cost

Notices to COUNTY and CONTRACTOR:

COUNTY: County of Orange
 Health Care Agency
 Contract ~~Development and Management~~Services
 405 West 5th Street, Suite 600
 Santa Ana, CA 92701-4637

CONTRACTOR: ~~«LC_NAME» «LC_DBA»~~
~~«ADDRESS»~~
~~«CITY_STATE_ZIP»~~
 Attn: ~~«CONTACT», «TITLE»~~

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«CONTACT_EMAIL»

CONTRACTOR DUNS Number:

##-###-####

CONTRACTOR TAX ID Number:

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I. ACRONYMS

The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout this Agreement:

4	A. ARRA	American Recovery and Reinvestment Act
5	B. ASRS	Alcohol and Drug Programs Reporting System
6	C. CCC	California Civil Code
7	D. CCR	California Code of Regulations
8	E. CEO	County Executive Office
9	F. CFR	Code of Federal Regulations
10	G. CHPP	COUNTY HIPAA Policies and Procedures
11	H. CHS	Correctional Health Services
12	I. COI	Certificate of Insurance
13	J. D/MC	Drug/Medi-Cal
14	K. DHCS	Department of Health Care Services
15	L. DPFS	Drug Program Fiscal Systems
16	M. DRS	Designated Record Set
17	N. ePHI	Electronic Protected Health Information
18	O. GAAP	Generally Accepted Accounting Principles
19	P. HCA	Health Care Agency
20	Q. HHS	Health and Human Services
21	R. HIPAA	Health Insurance Portability and Accountability Act of 1996,
22		Public Law 104-191
23	S. HSC	California Health and Safety Code
24	T. ISO	Insurance Services Office
25	U. MHP	Mental Health Plan
26	V. NETWORK OC	Network for a Healthy California Orange County
27	<u>V. NEOP</u>	<u>Nutrition Education and Obesity Prevention</u>
28	W. OCJS	Orange County Jail System
29	X. OCPD	Orange County Probation Department
30	Y. OCR	Office for Civil Rights
31	Z. OCSD	Orange County Sheriff's Department
32	AA. OIG	Office of Inspector General
33	AB. OMB	Office of Management and Budget
34	AC. OPM	Federal Office of Personnel Management
35	AD. PA DSS	Payment Application Data Security Standard
36	AE. PC	State of California Penal Code
37	AF. PCI DSS	Payment Card Industry Data Security Standard

1	AG. PHI	Protected Health Information
2	AH. PII	Personally Identifiable Information
3	AI. PRA	Public Record Act
4	AJ. SIR	Self-Insured Retention
5	AK. SNAP	Supplemental Nutrition Assistance Program
6	AL. SNAP-Ed	Supplemental Nutrition Assistance Program Education
7	AM. The HITECH Act	The Health Information Technology for Economic and
8		Clinical Health Act, Public Law 111-005
9	AN. USC	United States Code
10	AO. USDA	United States Department of Agriculture
11	AP. WIC	State of California Welfare and Institutions Code

II. ALTERATION OF TERMS

A. This Agreement, together with Exhibits A, B, C, D, E, F, G, H, I, and J as applicable attached hereto and incorporated herein, fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement.

B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of this Agreement or any Exhibits, whether written or verbal, made by the parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Agreement, which has been formally approved and executed by both parties.

III. ASSIGNMENT OF DEBTS

Unless this Agreement is followed without interruption by another Agreement between the parties hereto for the same services and substantially the same scope, at the termination of this Agreement, CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by mail each of these persons, specifying the date of assignment, the County of Orange as assignee, and the address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of said persons, shall be immediately given to COUNTY.

IV. COMPLIANCE

A. ADMINISTRATOR has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.

1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the relevant HCA policies and procedures relating to HCA's Compliance Program, HCA's Code of Conduct and General Compliance Trainings.

2. CONTRACTOR has the option to adhere to HCA's Compliance Program and Code of

1 Conduct or establish its own, provided CONTRACTOR's Compliance Program and Code of Conduct
 2 have been verified to include all required elements by ADMINISTRATOR's Compliance Officer as
 3 described in subparagraphs below.

4 3. If CONTRACTOR elects to adhere to HCA's Compliance Program and Code of Conduct;
 5 the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of award
 6 of this Agreement a signed acknowledgement that CONTRACTOR shall comply with HCA's
 7 Compliance Program and Code of Conduct.

8 4. If CONTRACTOR elects to have its own Compliance Program and Code of Conduct then it
 9 shall submit a copy of its Compliance Program, Code of Conduct and relevant policies and procedures to
 10 ADMINISTRATOR within thirty (30) calendar days of award of this Agreement. ADMINISTRATOR's
 11 Compliance Officer shall determine if ~~CONTRACTOR~~ CONTRACTOR's Compliance Program and
 12 Code of Conduct contains all required elements. CONTRACTOR shall take necessary action to meet
 13 said standards or shall be asked to acknowledge and agree to ~~the~~ HCA's Compliance Program and Code
 14 of Conduct if the CONTRACTOR's Compliance Program and Code of Conduct does not contain all
 15 required elements.

16 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the
 17 ~~CONTRACTOR~~ CONTRACTOR's Compliance Program and Code of Conduct contains all required
 18 elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made
 19 aware of CONTRACTOR's Compliance Program, Code of Conduct and related policies and procedures.

20 6. Failure of CONTRACTOR to submit its Compliance Program, Code of Conduct and
 21 relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure
 22 such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute
 23 grounds for termination of this Agreement as to the non-complying party.

24 B. SANCTION SCREENING – CONTRACTOR shall adhere to all screening policies and
 25 procedures and screen all Covered Individuals employed or retained to provide services related to this
 26 Agreement to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement.
 27 Screening shall be conducted against the General Services Administration's Excluded Parties List
 28 System or System for Award Management, the Health and Human Services/Office of Inspector General
 29 List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider
 30 List and/or any other list or system as identified by the ADMINISTRATOR.

31 1. Covered Individuals includes all contractors, subcontractors, agents, and other persons who
 32 provide health care items or services or who perform billing or coding functions on behalf of
 33 ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem
 34 employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to
 35 work more than one hundred sixty (160) hours per year; except that any such individuals shall become
 36 Covered Individuals at the point when they work more than one hundred sixty (160) hours during the
 37 calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are

1 made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and
2 procedures.

3 2. An Ineligible Person shall be any individual or entity who:

4 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in
5 federal and state health care programs; or

6 b. has been convicted of a criminal offense related to the provision of health care items or
7 services and has not been reinstated in the federal and state health care programs after a period of
8 exclusion, suspension, debarment, or ineligibility.

9 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
10 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
11 Agreement.

12 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-
13 annually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that
14 its subcontractors use their best efforts to verify that they are eligible to participate in all federal and
15 State of California health programs and have not been excluded or debarred from participation in any
16 federal or state health care programs, and to further represent to CONTRACTOR that they do not have
17 any Ineligible Person in their employ or under contract.

18 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
19 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
20 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing
21 services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an
22 Ineligible Person.

23 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal
24 and state funded health care services by contract with COUNTY in the event that they are currently
25 sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If
26 CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,
27 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY
28 business operations related to this Agreement.

29 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
30 entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened.
31 Such individual or entity shall be immediately removed from participating in any activity associated
32 with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to
33 CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall
34 promptly return any overpayments within forty-five (45) business days after the overpayment is verified
35 by ~~the~~ ADMINISTRATOR.

36 C. COMPLIANCE TRAINING – ADMINISTRATOR shall make General Compliance Training
37 and Provider Compliance Training, where appropriate, available to Covered Individuals.

1 1. CONTRACTOR shall use its best efforts to encourage completion by Covered Individuals;
2 provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated
3 representative to complete all Compliance Trainings when offered.

4 2. Such training will be made available to Covered Individuals within thirty (30) calendar days
5 of employment or engagement.

6 3. Such training will be made available to each Covered Individual annually.

7 4. Each Covered Individual attending training shall certify, in writing, attendance at
8 compliance training. CONTRACTOR shall retain the certifications. Upon written request by
9 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

10 ~~D. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS~~

11 ~~1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care~~
12 ~~claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner~~
13 ~~and are consistent with federal, state and county laws and regulations.~~

14 ~~2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims~~
15 ~~for payment or reimbursement of any kind.~~

16 3. ~~CONTRACTOR shall bill only for those eligible services actually rendered which are also~~
17 ~~fully documented. When such services are coded, CONTRACTOR shall use accurate billing codes~~
18 ~~which accurately describes the services provided and must ensure compliance with all billing and~~
19 ~~documentation requirements.~~

20 ~~4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in~~
21 ~~coding of claims and billing, if and when, any such problems or errors are identified.~~

22 5. ~~CONTRACTOR shall promptly return any overpayments within forty five (45) business~~
23 ~~days after the overpayment is verified by the ADMINISTRATOR.~~

24
25 **V. CONFIDENTIALITY**

26 A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any
27 audio and/or video recordings, in accordance with all applicable federal, state and county codes and
28 regulations, as they now exist or may hereafter be amended or changed.

29 B. Prior to providing any services pursuant to this Agreement, all members of the Board of
30 Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and
31 interns of the CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the
32 confidentiality of any and all information and records which may be obtained in the course of providing
33 such services. This Agreement shall specify that it is effective irrespective of all subsequent resignations
34 or terminations of CONTRACTOR members of the Board of Directors or its designee or authorized
35 agent, employees, consultants, subcontractors, volunteers and interns.

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VI. COST REPORT

1
2 A. CONTRACTOR shall submit ~~separate~~ Report Cost ~~Reports for Period One and Period Two, or for a~~
3 ~~portion thereof,~~ Report to COUNTY no later than sixty (60) calendar days following ~~the period for which~~
4 ~~they are prepared or~~ termination of this Agreement. Report CONTRACTOR shall prepare the Cost Report in
5 accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special
6 Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and
7 between programs, cost centers, services, and funding sources in accordance with such requirements and
8 consistent with prudent business practice, which costs and allocations shall be supported by source
9 documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon
10 reasonable notice.

11 1. If CONTRACTOR fails to submit an accurate and complete Cost Report within the time
12 period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the
13 following:

14 a. CONTRACTOR may be assessed a late penalty of five hundred dollars (\$500) for each
15 business day after the above specified due date that the accurate and complete Cost Report is not
16 submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The
17 late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by
18 CONTRACTOR.

19 b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
20 pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the
21 accurate and complete Cost Report is delivered to ADMINISTRATOR.

22 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the
23 Cost Report setting forth good cause for justification of the request. Approval of such requests shall be
24 at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied.

25 3. In the event that CONTRACTOR does not submit an accurate and complete Cost Report
26 within one hundred and eighty (180) calendar days following the termination of this Agreement, and
27 CONTRACTOR has not entered into a subsequent or new agreement for any other services with
28 COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Agreement
29 shall be immediately reimbursed to COUNTY.

30 B. The ~~individual and/or consolidated~~ Cost Report ~~prepared for each period~~ shall be the final
31 financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis
32 for final settlement to CONTRACTOR ~~for that period.~~ Report CONTRACTOR shall document that costs are
33 reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The
34 Cost Report shall be the final financial record for subsequent audits, if any.

35
36 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
37 less applicable revenues and any late penalty, not to exceed COUNTY's Maximum Obligation as set

1 | forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim
2 | expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and
3 | COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR,
4 | which is subsequently determined to have been for an unreimbursable expenditure or service, shall be
5 | repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30)
6 | calendar days of submission of the Cost Report or COUNTY may elect to reduce any amount owed
7 | CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

8 | D. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to
9 | this Agreement, less applicable revenues and late penalty, are lower than the aggregate of interim
10 | monthly payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such
11 | reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the
12 | Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days
13 | after submission of the Cost Report, COUNTY may, in addition to any other remedies, reduce any
14 | amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

15 | E. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to
16 | this Agreement, less applicable revenues and late penalty, are higher than the aggregate of interim
17 | monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided
18 | such payment does not exceed the Maximum Obligation of COUNTY.

19 | F. All Cost Reports shall contain the following attestation, which may be typed directly on or
20 | attached to the Cost Report:

21 |
22 | "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
23 | supporting documentation prepared by _____ for the cost report period
24 | beginning _____ and ending _____ and that, to the best of my
25 | knowledge and belief, costs reimbursed through this Agreement are reasonable and
26 | allowable and directly or indirectly related to the services provided and that this Cost
27 | Report is a true, correct, and complete statement from the books and records of
28 | (provider name) in accordance with applicable instructions, except as noted. I also
29 | hereby certify that I have the authority to execute the accompanying Cost Report.

30 |
31 | Signed _____
32 | Name _____
33 | Title _____
34 | Date _____"

35 | #
36 | #
37 | #

VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

1
2 —A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
3 prior written consent of COUNTY. CONTRACTOR shall provide written notification of
4 CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to
5 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.
6 Any attempted assignment or delegation in derogation of this paragraph shall be void.

7 B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the
8 prior written consent of COUNTY.

9 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to
10 any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of
11 the composition of the Board of Directors within a two (2) month period of time, shall be deemed an
12 assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community
13 clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal
14 Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

15 2. If CONTRACTOR is a for-profit organization, any change in the business structure,
16 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of
17 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a
18 change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR
19 at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or
20 delegation in derogation of this subparagraph shall be void.

21 3. If CONTRACTOR is a governmental organization, any change to another structure,
22 including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board
23 of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an
24 assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this
25 subparagraph shall be void.

26 4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,
27 CONTRACTOR shall provide written notification of CONTRACTOR's intent to assign the obligations
28 hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to
29 the effective date of the assignment.

30 5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,
31 CONTRACTOR shall provide written notification within thirty (30) calendar days to
32 ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any
33 governing body of CONTRACTOR at one time.

34 C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by
35 means of subcontracts, provided such subcontracts are approved in advance, in writing by
36 ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity
37 under subcontract, and include any provisions that ADMINISTRATOR may require.

1 1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a
2 subcontract upon five (5) calendar ~~days~~ days written notice to CONTRACTOR if the subcontract
3 subsequently fails to meet the requirements of this Agreement or any provisions that
4 ADMINISTRATOR has required.

5 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY
6 pursuant to this Agreement.

7 3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR,
8 amounts claimed for subcontracts not approved in accordance with this paragraph.

9 4. This provision shall not be applicable to service agreements usually and customarily entered
10 into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional services
11 provided by consultants.

12 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

13 CONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations
14 regarding the employment of aliens and others and to ensure that employees, subcontractors, and
15 consultants performing work under this Agreement meet the citizenship or alien status
16 ~~requirement~~ requirements set forth in federal statutes and regulations. CONTRACTOR shall obtain,
17 from all employees, subcontractors, and consultants performing work hereunder, all verification and
18 other documentation of employment eligibility status required by federal or state statutes and regulations
19 including, but not limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as
20 they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such
21 documentation for all covered employees, subcontractors, and consultants for the period prescribed by
22 the law.
23

24 **IX. EQUIPMENT**

25 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
26 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
27 ~~Administrator~~ ADMINISTRATOR to assist in performing the services described in this Agreement.
28 “Relatively Permanent” is defined as having a useful life of one year or longer. Equipment which costs
29 \$5,000 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined
30 as Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales
31 taxes and other taxes, and installation costs, or electronic equipment that costs less than \$600 but may
32 contained PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not
33 limited to phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of
34 Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be
35 depreciated according to GAAP.
36

37 B. CONTRACTOR shall obtain ADMINISTRATOR’s prior written approval to purchase any

1 Equipment with funds paid pursuant to this Agreement. Upon delivery of Equipment, CONTRACTOR
 2 shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting
 3 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.
 4 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each
 5 purchased asset in an Equipment inventory.

6 C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to COUNTY
 7 the cost of the approved Equipment purchased by CONTRACTOR. To "expense," in relation to
 8 Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it is
 9 purchased. Title of expensed Equipment shall be vested with COUNTY.

10 D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part
 11 with funds paid through this Agreement, including date of purchase, purchase price, serial number,
 12 model and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and
 13 shall include the original purchase date and price, useful life, and balance of depreciated Equipment
 14 cost, if any.

15 E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical
 16 inventories of all Equipment. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any
 17 or all Equipment to COUNTY.

18 F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure
 19 approved by ADMINISTRATOR and the Notices Paragraph of this Agreement. In addition,
 20 CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of
 21 Equipment are moved from one location to another or returned to COUNTY as surplus.

22 G. Unless this Agreement is followed without interruption by another agreement between the
 23 parties for substantially the same type and scope of services, at the termination of this Agreement for any
 24 cause, CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this
 25 Agreement.

26 H. CONTRACTOR shall maintain and administer a sound business program for ensuring the
 27 proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.

28 **X. FACILITIES, PAYMENTS AND SERVICES**

29 **A.** CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance
 30 with Exhibits A, B, C, D, E, F, G, H, I, and J to this Agreement. COUNTY shall compensate, and
 31 authorize, when applicable, said services. CONTRACTOR shall operate continuously throughout the
 32 term of this Agreement with at least the minimum number and type of staff which meet applicable
 33 federal and state requirements, and which are necessary for the provision of the services hereunder.

34 **B.** In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
 35 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation.
 36 The reduction to the Maximum Obligation shall be in an amount proportionate to the number of days in
 37

1 which CONTRACTOR was determined to be unable to provide services, staffing, facilities or supplies.

3 **XI. INDEMNIFICATION AND INSURANCE**

4 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
5 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
6 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
7 (~~«COUNTY INDEMNITEES»~~) harmless from any claims, demands or liability of any kind or nature,
8 including but not limited to personal injury or property damage, arising from or related to the services,
9 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is
10 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
11 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
12 COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request
13 a jury apportionment.

14 B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all
15 required insurance at CONTRACTOR's expense ~~or maintain equivalent self insurance~~ and to submit to
16 COUNTY the COI, including all endorsements required herein, necessary to satisfy COUNTY that the
17 insurance provisions of this Agreement have been complied with and to maintain such insurance
18 coverage ~~or maintain equivalent self insurance~~ with COUNTY during the entire term of this Agreement.
19 In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this
20 Agreement shall obtain insurance ~~or equivalent self insurance~~ subject to the same terms and conditions
21 as set forth herein for CONTRACTOR.

22 ~~—C//~~

23 C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of
24 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an
25 Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for
26 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less
27 than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the
28 obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor
29 and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of
30 insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection
31 by COUNTY representative(s) at any reasonable time.

32 D. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply,
33 indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an
34 amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the
35 CEO/Office of Risk Management.

36 ~~—D. If CONTRACTOR~~ upon review of CONTRACTOR's current audited financial report.

37 E. If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this

Agreement, COUNTY may terminate this Agreement.

EF. QUALIFIED INSURER

1. The policy or policies of insurance, ~~if not self insured~~ must be issued by an insurer ~~licensed to do business in the state of California (California Admitted Carrier) or have~~ with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

2. If the insurance carrier ~~is not an admitted carrier in the state of California and~~ does not have an A.M. Best ~~rating~~ Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

FG. The policy or policies of ~~insurance or equivalent self~~ insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

~~G H.~~ REQUIRED COVERAGE FORMS, ~~IF NOT SELF-INSURED~~

1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a substitute form providing liability coverage at least as broad.

2. The Business ~~Auto~~ **Automobile** Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA ~~0012~~ **00 12**, CA 00 20, or a substitute form providing coverage at least as broad.

HI. REQUIRED ENDORSEMENTS – The Commercial General Liability policy shall contain the following endorsements, which shall accompany the COI:

1. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds.

2. A primary non-contributing endorsement evidencing that the CONTRACTOR's insurance

1 is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and
2 non-contributing.

3 I. All insurance policies required by this Agreement shall waive all rights of subrogation against
4 the County of Orange and members of the Board of Supervisors, its elected and appointed officials,
5 officers, agents and employees when acting within the scope of their appointment or employment.

6 J. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving
7 all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its
8 elected and appointed officials, officers, agents and employees.

9 ~~L. K. All insurance policies required by this Agreement shall give CONTRACTOR shall
10 notify COUNTY in writing within thirty (30) calendar days notice in the event of any policy cancellation
11 and ten (10) calendar days notice for non-payment of premium. This shall be evidenced by policy
12 provisions or an endorsement separate from the COI.~~

13 ~~and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of
14 cancellation may constitute a material breach of the Agreement, upon which the COUNTY may suspend
15 or terminate this Agreement~~ L.

16 ~~If CONTRACTOR's Professional Liability policy is a "claims
17 made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two years
18 following completion of Agreement.~~

18 M. The Commercial General Liability policy shall contain a "severability of interests" clause also
19 known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

20 N. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
21 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or
22 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately
23 protect COUNTY.

24 O. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
25 CONTRACTOR does not deposit copies of acceptable ~~COI's~~ COIs and endorsements with COUNTY
26 incorporating such changes within thirty (30) calendar days of receipt of such notice, this Agreement
27 may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal
28 remedies.

29 P. The procuring of such required policy or policies of insurance shall not be construed to limit
30 CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of
31 this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

32 Q. SUBMISSION OF INSURANCE DOCUMENTS

- 33 1. The COI and endorsements shall be provided to COUNTY as follows:
- 34 a. Prior to the start date of this Agreement.
- 35 b. No later than the expiration date for each policy.
- 36 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
37 changes to any of the insurance types as set forth in Subparagraph FG. of this Agreement.

1 2. The COI and endorsements shall be provided to the COUNTY at the address as
 2 ~~referenced~~ specified in the Referenced Contract Provisions of this Agreement.

3 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance
 4 provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have
 5 sole discretion to impose one or both of the following:

6 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
 7 pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the
 8 required COI and endorsements that meet the insurance provisions stipulated in this Agreement are
 9 submitted to ADMINISTRATOR.

10 b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late
 11 COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and
 12 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance
 13 provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

14 c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from
 15 CONTRACTOR's monthly invoice.

16 ~~———— d. Notwithstanding the above, endorsements shall not be required in the case of self-~~
 17 ~~insurance.~~

18 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
 19 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid
 20 ~~COI's~~ COIs and endorsements, or in the interim, an insurance binder as adequate evidence of insurance-
 21 coverage.

22 **XII. INSPECTIONS AND AUDITS**

23 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
 24 of the State of California, the Secretary of the United States Department of ~~Agriculture~~ Health and
 25 Human Services, the Comptroller General of the United States, or any other of their authorized
 26 representatives, shall have access to any books, documents, and records, including but not limited to,
 27 financial statements, general ledgers, relevant accounting systems, medical and client records, of
 28 CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a
 29 beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts
 30 during the periods of retention set forth in the Records Management and Maintenance Paragraph of this
 31 Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services
 32 provided pursuant to this Agreement, and the premises in which they are provided.

33 B. CONTRACTOR shall actively participate and cooperate with any person specified in
 34 Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this
 35 Agreement, and shall provide the above-mentioned persons adequate office space to conduct such
 36 evaluation or monitoring.
 37

1 C. AUDIT RESPONSE

2 1. Following an audit report, in the event of non-compliance with applicable laws and
3 regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement
4 as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement
5 appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in
6 writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

7 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement
8 by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said
9 funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of
10 the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement
11 is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies
12 provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the
13 reimbursement due COUNTY.

14 D. CONTRACTOR shall ~~employ~~ retain a licensed certified public accountant, who will prepare ~~and~~
15 ~~file with~~ an annual Single Audit as required by 31 USC 7501 – 7507, as well as its implementing
16 regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit
17 Requirements for Federal Awards. CONTRACTOR shall forward the Single Audit to
18 ADMINISTRATOR, ~~an annual, independent, organization-wide audit~~ within fourteen (14) calendar days
19 of ~~related expenditures during the term of this Agreement~~ receipt.

20 E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within
21 fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management,
22 financial, programmatic or any other type of audit of CONTRACTOR's operations, whether or not the
23 cost of such operation or audit is reimbursed in whole or in part through this Agreement.

24
25 **XIII. LICENSES AND LAWS**

26 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
27 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,
28 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and
29 required by the laws, regulations and requirements of the United States, the State of California,
30 COUNTY, and all other applicable governmental agencies. —CONTRACTOR shall notify
31 ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the
32 pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers
33 and exemptions. Said inability shall be cause for termination of this Agreement.

34 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

35 1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days
36 of the award of this Agreement:

37 a. In the case of an individual contractor, his/her name, date of birth, social security

1 number, and residence address;

2 b. In the case of a contractor doing business in a form other than as an individual, the
3 name, date of birth, social security number, and residence address of each individual who owns an
4 interest of ten percent (10%) or more in the contracting entity;

5 c. A certification that CONTRACTOR has fully complied with all applicable federal and
6 state reporting requirements regarding its employees;

7 d. A certification that CONTRACTOR has fully complied with all lawfully served Wage
8 and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

9 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by
10 Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting
11 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings
12 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and
13 failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute
14 grounds for termination of this Agreement.

15 3. It is expressly understood that this data will be transmitted to governmental agencies
16 charged with the establishment and enforcement of child support orders, or as permitted by federal
17 and/or state statute.

18 C. CONTRACTOR shall comply with all applicable governmental laws, regulations, and
19 requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and
20 requirements shall include, but not be limited to, the following:

21 1. ARRA of 2009.

22 2. Code of Federal Regulations, Title 42, Public Health.

23 3. Public Law 107-110, No Child Left Behind Act of 2001.

24 4. 42 CFR, Public Health-

25 ~~3. Public Law 103-227~~ 20 USC §7183, Pro-Children Act of 1994.

26 ~~45. PC §11164, et seq., Child Abuse and Neglect Reporting Act.~~

27 **XIV. LITERATURE ADVERTISEMENTS AND SOCIAL MEDIA**

28 A. Any written information or literature, including educational or promotional materials,
29 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related
30 to this Agreement must be approved at least thirty (30) days in advance and in writing by
31 ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written
32 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,
33 and electronic media such as the Internet.

34 B. Any advertisement through radio, television broadcast, or the Internet, for educational or
35 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this
36 Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.
37

1 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly
 2 available social media sites) in support of the services described within this Agreement,
 3 CONTRACTOR shall develop social media policies and procedures and have them available to
 4 ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all
 5 forms of social media used to either directly or indirectly support the services described within this
 6 Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as
 7 they pertain to any social media developed in support of the services described within this Agreement.
 8 CONTRACTOR shall also include any required funding statement information on social media when
 9 required by ADMINISTRATOR.

10 D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement by
 11 COUNTY, unless ADMINISTRATOR consents thereto in writing.

13 **XV. MAXIMUM OBLIGATION**

14 A. The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all
 15 agreements for Nutrition Services/Network for a Healthy California - Orange County during Period One
 16 ~~and Period Two are~~ is as specified in the Referenced Contract Provisions of this Agreement. This
 17 specific Agreement with CONTRACTOR is only one of several agreements to which this Aggregate
 18 Maximum Obligation applies. It therefore is understood by the parties that reimbursement to
 19 CONTRACTOR will be only a fraction of these Aggregate Maximum ~~Obligations~~ Obligation.

20 B. ADMINISTRATOR may amend the Aggregate Maximum Obligation by an amount not to
 21 exceed ten percent (10%) ~~for Period One~~ of funding for this Agreement.

23 **XVI. NONDISCRIMINATION**

24 A. EMPLOYMENT

25 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not
 26 unlawfully discriminate against any employee or applicant for employment because of his/her ~~ethnic~~
 27 ~~group identification,~~ race, ~~religion, ancestry,~~ religious creed, color, ~~creed, sex, marital status,~~ national
 28 origin, ~~age (40 and over), sexual orientation, medical condition, or~~ ancestry, physical ~~or~~ disability, mental
 29 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender
 30 expression, age, sexual orientation, or military and veteran status. Additionally, during the term of this
 31 Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts that
 32 subcontractors shall not unlawfully discriminate against any employee or applicant for employment
 33 because of his/her ~~ethnic group identification,~~ race, ~~religion, ancestry,~~ religious creed, color, ~~creed, sex,~~
 34 ~~marital status,~~ national origin, ~~age (40 and over), sexual orientation, medical condition, or~~ ancestry,
 35 physical ~~or~~ disability, mental disability, medical condition, genetic information, marital status, sex,
 36 gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

37 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or

1 applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or
 2 recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection
 3 for training, including apprenticeship.

4 3. CONTRACTOR shall not discriminate between employees with spouses and employees
 5 with domestic partners, or discriminate between domestic partners and spouses of those employees, in
 6 the provision of benefits.

7 4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for
 8 employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity
 9 Commission setting forth the provisions of the Equal Opportunity clause.

10 5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR
 11 and/or subcontractor shall state that all qualified applicants will receive consideration for employment
 12 without regard to ~~ethnic group identification, race, religion, ancestry, religious creed, color, creed, sex,~~
 13 ~~marital status, national origin, age (40 and over), sexual orientation, medical condition, or ancestry,~~
 14 ~~physical or disability, mental disability, medical condition, genetic information, marital status, sex,~~
 15 ~~gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.~~ Such
 16 requirements shall be deemed fulfilled by use of the term EOE.

17 6. Each labor union or representative of workers with which CONTRACTOR and/or
 18 subcontractor has a collective bargaining agreement or other contract or understanding must post a
 19 notice advising the labor union or workers' representative of the commitments under this
 20 Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places available to
 21 employees and applicants for employment.

22 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
 23 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
 24 on the basis of ~~ethnic group identification, race, religion, ancestry, religious creed, color, creed, sex,~~
 25 ~~marital status, national origin, age (40 and over), sexual orientation, medical condition, or ancestry,~~
 26 ~~physical or disability, mental disability, medical condition, genetic information, marital status, sex,~~
 27 ~~gender, gender identity, gender expression, age, sexual orientation, or military and veteran status~~ in
 28 accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 -
 29 §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975
 30 (42 USC §6101); ~~and~~ Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of
 31 Regulations; ~~and~~ Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et
 32 ~~seq.~~ as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as
 33 otherwise provided by state law and regulations, as all may now exist or be hereafter amended or
 34 changed. For the purpose of this Nondiscrimination paragraph, Discrimination includes, but is not
 35 limited to the following based on one or more of the factors identified above:

- 36 1. Denying a client or potential client any service, benefit, or accommodation.
- 37 2. Providing any service or benefit to a client which is different or is provided in a different

1 manner or at a different time from that provided to other clients.

2 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by
3 others receiving any service or benefit.

4 4. Treating a client differently from others in satisfying any admission requirement or
5 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
6 any service or benefit.

7 5. Assignment of times or places for the provision of services.

8 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all clients
9 through a written statement that ~~CONTRACTOR~~ CONTRACTOR's and/or subcontractor's clients may
10 file all complaints alleging discrimination in the delivery of services with CONTRACTOR,
11 subcontractor, and ADMINISTRATOR or the U.S. Department of Health and Human ~~Services~~ Services
12 OCR.

13 1. Whenever possible, problems shall be resolved informally and at the point of service.
14 CONTRACTOR shall establish an internal informal problem resolution process for clients not able to
15 resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with
16 CONTRACTOR either orally or in writing.

17 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as
18 to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.

19 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply
20 with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as
21 implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42
22 USC 12101 et seq.); as implemented in 29 CFR 1630, as applicable, pertaining to the prohibition of
23 discrimination against qualified persons with disabilities in all programs or activities; and if applicable,
24 as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together
25 with succeeding legislation.

26 E. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall
27 intimidate, coerce or take adverse action against any person for the purpose of interfering with rights
28 secured by federal or state laws, or because such person has filed a complaint, certified, assisted or
29 otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to
30 enforce rights secured by federal or state law.

31 F. In the event of non-compliance with this paragraph or as otherwise provided by federal and state
32 law, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR
33 or subcontractor may be declared ineligible for further contracts involving federal, state or county funds.

34 **XVII. NOTICES**

35 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
36 authorized or required by this Agreement shall be effective:
37

1 1. When written and deposited in the United States mail, first class postage prepaid and
2 addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed
3 by ADMINISTRATOR;

4 2. When faxed, transmission confirmed;

5 3. When sent by Email; or

6 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
7 Service, or any other expedited delivery service.

8 B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of
9 this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed,
10 transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United
11 Parcel Service, or any other expedited delivery service.

12 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of
13 becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such
14 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or
15 damage to any COUNTY property in possession of CONTRACTOR.

16 D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by
17 ADMINISTRATOR.

18 19 **XVIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

20 A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in
21 whole or in part by the COUNTY, except for those events or meetings that are intended solely to serve
22 clients or occur in the normal course of business.

23 B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance
24 of any applicable public event or meeting. The notification must include the date, time, duration,
25 location and purpose of the public event or meeting. Any promotional materials or event related flyers
26 must be approved by ADMINISTRATOR prior to distribution.

27 28 **XIX. RECORDS MANAGEMENT AND MAINTENANCE**

29 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
30 of this Agreement, prepare, maintain and manage records appropriate to the services provided and in
31 accordance with this Agreement and all applicable requirements.

32 B. CONTRACTOR shall implement and maintain administrative, technical and physical
33 safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of
34 PHI in violation of the HIPAA, federal and state regulations and/or CHPP. CONTRACTOR shall
35 mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in
36 violation of federal or state regulations and/or COUNTY policies.

37 //

1 C. CONTRACTOR's participant, client, and/or patient records shall be maintained in a secure
2 manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish
3 and implement written record management procedures.

4 D. CONTRACTOR shall ensure appropriate financial records related to cost reporting,
5 expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

6 E. CONTRACTOR shall ensure all appropriate state and federal standards of documentation,
7 preparation, and confidentiality of records related to participant, client and/or patient records are met at
8 all times.

9 F. CONTRACTOR shall ensure all HIPAA (DRS) requirements are met. HIPAA requires that
10 clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or
11 request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records
12 maintained by or for a covered entity that is:

13 1. The medical records and billing records about individuals maintained by or for a covered
14 health care provider;

15 2. The enrollment, payment, claims adjudication, and case or medical management record
16 systems maintained by or for a health plan; or

17 3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

18 G. CONTRACTOR may retain participant, client, and/or patient documentation electronically in
19 accordance with the terms of this Agreement and common business practices. If documentation is
20 retained electronically, CONTRACTOR shall, in the event of an audit or site visit:

21 1. Have documents readily available within forty-eight (48) hour notice of a scheduled audit or
22 site visit.

23 2. Provide auditor or other authorized individuals access to documents via a computer
24 terminal.

25 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if
26 requested.

27 H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
28 security of PII and/or PHI. CONTRACTOR shall notify COUNTY immediately by telephone call plus
29 email or fax upon the discovery of a Breach of unsecured PHI and/or PII.

30 I. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or
31 security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall
32 pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.

33 J. CONTRACTOR shall retain all participant, client, and/or patient medical records for seven (7)
34 years following discharge of the participant, client and/or patient, with the exception of non-emancipated
35 minors for whom records must be kept for at least one (1) year after such minors have reached the age of
36 eighteen (18) years, or for seven (7) years after the last date of service, whichever is longer.

37 //

1 K. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the
2 commencement of the contract, unless a longer period is required due to legal proceedings such as
3 litigations and/or settlement of claims.

4 L. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,
5 billings, and revenues available at one (1) location within the limits of the County of Orange.

6 M. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR
7 may provide written approval to CONTRACTOR to maintain records in a single location, identified by
8 CONTRACTOR.

9 N. CONTRACTOR may be required to retain all records involving litigation proceedings and
10 settlement of claims for a longer term which will be directed by the ADMINISTRATOR.

11 O. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out
12 of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR
13 all information that is requested by the PRA request.

14 **XX. RESEARCH AND PUBLICATION**

15 CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out of,
16 or developed, as a result of this Agreement for the purpose of personal or professional research, or for
17 publication.
18

19 **XXI. RIGHT TO WORK AND MINIMUM WAGE LAWS**

20 ~~— A. In accordance with the United States Immigration Reform and Control Act of 1986,
21 CONTRACTOR shall require its employees directly or indirectly providing service pursuant to this
22 Agreement, in any manner whatsoever, to verify their identity and eligibility for employment in the
23 United States. CONTRACTOR shall also require and verify that its contractors, subcontractors, or any
24 other persons providing services pursuant to this Agreement, in any manner whatsoever, verify the
25 identity of their employees and their eligibility for employment in the United States.~~

26 ~~— B. A.~~ Pursuant to the United States of America Fair Labor ~~Standard~~ Standards Act of 1938, as
27 amended, and State of California Labor Code, §1178.5, CONTRACTOR— shall pay no less than the
28 greater of the federal or California Minimum Wage to all its employees that directly or indirectly provide
29 services pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and
30 verify that all its contractors or other persons providing services pursuant to this Agreement on behalf of
31 CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum
32 Wage.
33

34 ~~C.~~ CONTRACTOR shall comply and verify that its contractors comply with all other federal and
35 State of California laws for minimum wage, overtime pay, record keeping, and child labor standards
36 pursuant to providing services pursuant to this Agreement.

37 ~~D.~~ Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR,

1 where applicable, shall comply with the prevailing wage and related requirements, as provided for in
 2 accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the
 3 State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

4 5 **XXII. SEVERABILITY**

6 If a court of competent jurisdiction declares any provision of this Agreement or application thereof
 7 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any
 8 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or
 9 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain
 10 in full force and effect, and to that extent the provisions of this Agreement are severable.

11 12 **XXIII. SPECIAL PROVISIONS**

13 A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following
 14 purposes:

- 15 1. Making cash payments to intended recipients of services through this Agreement.
- 16 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
 17 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use
 18 of appropriated funds to influence certain federal contracting and financial transactions).
- 19 3. Fundraising.
- 20 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
 21 CONTRACTOR's staff, volunteers, or members of the Board of Directors.
- 22 5. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or
 23 services.
- 24 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
 25 subcontractors, and members of the Board of Directors or its designee or authorized agent, or making
 26 salary advances or giving bonuses to CONTRACTOR's staff.
- 27 7. Paying an individual salary or compensation for services at a rate in excess of the current
 28 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary
 29 Schedule may be found at www.opm.gov.
- 30 8. Severance pay for separating employees.
- 31 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building
 32 codes and obtaining all necessary building permits for any associated construction.

33 B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR
 34 shall not use the funds provided by means of this Agreement for the following purposes:

- 35 1. Funding travel or training (excluding mileage or parking).
- 36 2. Making phone calls outside of the local area unless documented to be directly for the
 37 purpose of client care.

- 1 2. Cessation of services.
- 2 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
3 another entity without the prior written consent of COUNTY.
- 4 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
5 required pursuant to this Agreement.
- 6 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this
7 Agreement.
- 8 6. The continued incapacity of any physician or licensed person to perform duties required
9 pursuant to this Agreement.
- 10 7. Unethical conduct or malpractice by any physician or licensed person providing services
11 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR
12 removes such physician or licensed person from serving persons treated or assisted pursuant to this
13 Agreement.

14 D. CONTINGENT FUNDING

- 15 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
- 16 a. The continued availability of federal, state and county funds for reimbursement of
17 COUNTY's expenditures, and
- 18 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)
19 approved by the Board of Supervisors.
- 20 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
21 terminate or renegotiate this Agreement upon thirty (30) calendar ~~days~~days' written notice given
22 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated
23 funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

24 E. In the event this Agreement is suspended or terminated prior to the completion of the term as
25 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole
26 discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced
27 term of the Agreement.

28 F. In the event this Agreement is terminated by either party pursuant to Subparagraphs B., C. or D.
29 above, CONTRACTOR shall do the following:

- 30 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which
31 is consistent with recognized standards of quality care and prudent business practice.
- 32 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
33 performance during the remaining contract term.
- 34 3. Until the date of termination, continue to provide the same level of service required by this
35 Agreement.
- 36 4. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR,
37 upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an

1 orderly transfer.

2 5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with
3 client's best interests.

4 6. If records are to be transferred to COUNTY, pack and label such records in accordance with
5 directions provided by ADMINISTRATOR.

6 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
7 supplies purchased with funds provided by COUNTY.

8 8. To the extent services are terminated, cancel outstanding commitments covering the
9 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding
10 commitments which relate to personal services. With respect to these canceled commitments,
11 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims
12 arising out of such cancellation of commitment which shall be subject to written approval of
13 ADMINISTRATOR.

14 G. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be
15 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

16
17 **XXVII. THIRD PARTY BENEFICIARY**

18 Neither party hereto intends that this Agreement shall create rights hereunder in third parties
19 including, but not limited to, any subcontractors or any clients provided services pursuant to this
20 Agreement.

21
22 **XXVIII. WAIVER OF DEFAULT OR BREACH**

23 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
24 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
25 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
26 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
27 Agreement.

28 //

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1 IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange,
2 State of California.

3
4 «UC_NAME» «UC_DBA»
5

6
7 BY: _____ DATED: _____
8

9 TITLE: _____
10

11
12 BY: _____ DATED: _____
13

14 TITLE: _____
15

16
17
18 COUNTY OF ORANGE
19

20
21 BY: _____ DATED: _____
22

23 HEALTH CARE AGENCY
24

25
26 APPROVED AS TO FORM
27 OFFICE OF THE COUNTY COUNSEL
28 ORANGE COUNTY, CALIFORNIA
29

30
31 BY: _____ DATED: _____
32

33 DEPUTY
34

35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or
36 any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.
37 If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors
has empowered said authorized individual to act on its behalf by his or her signature alone is required by ADMINISTRATOR.

EXHIBIT A
TO AGREEMENT FOR PROVISION OF
NUTRITION SERVICES/~~NETWORK FOR A HEALTHY~~ NUTRITION EDUCATION AND
~~CALIFORNIA — ORANGE COUNTY BETWEEN~~
OBESITY PREVENTION (NEOP) PROGRAM SERVICES
COUNTY OF ORANGE

AND

«UC_NAME» «UC_DBA»

OCTOBER ~~15, 2013~~ 1, 2015 THROUGH SEPTEMBER 30, ~~2015~~ 2016

CONTRACTOR: «UC_NAME» «UC_DBA»

CONTRACTOR agrees to provide the following Nutrition Services/~~Network for a Healthy California — Orange County~~ Nutrition Education and Obesity Prevention (NEOP) Program Services pursuant to the terms and conditions specified in this Agreement for provision of such services by and between COUNTY and CONTRACTOR dated October ~~15, 2013~~ 1, 2015 as hereinafter indicated. CONTRACTOR and COUNTY may mutually agree, in writing, to add or delete services to be provided by CONTRACTOR.

Nutrition Education Classes as specified in Exhibit C «A_NEC»

Nutrition Education Events as specified in Exhibit D «A_NEE»

Rethink Your Drink as specified in Exhibit E «A_RYD»

Peer Educators as specified in Exhibit F «A_PE»

School and Afterschool Programs as specified in Exhibit G «A_SAP»

Youth Engagement as specified in Exhibit H «A_YE»

Early Childhood Development as specified in Exhibit I «A_ECD»

Faith-Based as specified in Exhibit J «A_FB»

This Exhibit A, Exhibit B, and the exhibit(s) selected above for which CONTRACTOR agrees to provide services for under their Agreement shall be attached.

EXHIBIT B
 TO AGREEMENT FOR PROVISION OF
 NUTRITION SERVICES/~~NETWORK FOR A HEALTHY~~NUTRITION EDUCATION AND
~~CALIFORNIA—ORANGE COUNTY~~
OBESITY PREVENTION (NEOP) PROGRAM SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 «UC_NAME» «UC_DBA»
 OCTOBER ~~15, 2013~~1, 2015 THROUGH SEPTEMBER 30, ~~2015~~2016

I. DEFINITIONS

A. CalFresh means the name used in California for the USDA's SNAP, formerly known as Food Stamps.

B. Direct Education means interventions where a participant is actively engaged in the learning process with an educator and/or interactive media. Direct education provides an opportunity to obtain information about individual participants. For an activity to qualify as direct education, information on the number of individuals, SNAP participation status, age, gender, and race/ethnicity must be collected.

C. Early Childhood Development Services provides training and technical assistance to qualifying licensed early-childhood care and education sites to facilitate nutrition education and obesity prevention strategies that will result in healthy site changes.

D. Environmental Support Strategy means efforts made to improve access to and create appeal for improved dietary and physical activity choices in settings where nutrition education is being provided.

E. Faith Based Services engages faith-based sites to implement culturally relevant nutrition education physical activity and promotion to reach SNAP-Ed-eligible individuals, and to influence organizational and systems changes in the faith-based community.

F. Indirect Education means the distribution of information and resources, including any mass communications, public events and materials distribution that DO NOT meet the definitions of Direct Education. Information on the number of individuals reached and their demographics would be estimated.

G. Network-OC means the abbreviated name given to the services provided under the Network for a Healthy California contract awarded to the Orange County local health department.

H. Nutrition Education and Obesity Prevention means activities aimed at improving nutritional habits and decreasing the risk for obesity, and may be abbreviated as NEOP.

I. Nutrition Education Classes Services provides evidence-based direct nutrition education

1 classes designed to increase consumption of healthy foods and improve self-efficacy to promote
2 change at the individual, family and organizational level.

3 J. Nutrition Education Events Services provides nutrition education/obesity prevention activities
4 conducted at health fairs, food assistance programs, and other Network-qualifying sites. Activities may
5 include brief education sessions, display booths, materials distribution and food demonstrations.

6 K. Peer Educators Services uses SNAP-Ed eligible members in the community as peer educators to
7 conduct Network developed nutrition education and obesity prevention classes that promote food
8 security, and individual, family, and organizational change.

9 L. Rethink Your Drink Services provides evidence-based nutrition education activities designed
10 to increase consumption of healthy beverages and activities that support environmental changes.

11 M. School and After School Services provides training and technical assistance to qualifying
12 schools and after school/extended break programs to facilitate nutrition education, physical activity
13 opportunities, and wellness and social marketing strategies that will result in healthy site changes and
14 increase access to and consumption of healthy foods and beverages among children in kindergarten
15 through 12th grade and their parents or caregivers.

16 N. SNAP-Ed eligible means client meets criteria used for determining the target audiences that may
17 be served using SNAP-Ed funds, as outlined in the USDA, Food and Nutrition Services, SNAP-Ed Plan
18 Guidance for the most current Federal Fiscal Year.

19 O. State means California Department of Public Health, Network for a Healthy California Section.

20 P. Youth Engagement Services conducts a project with SNAP-Ed eligible youth ages twelve
21 (12) through eighteen (18) years, by recruiting team(s) to engage in leadership, critical thinking,
22 problem solving and community-based research to address an identified issue related to consumption
23 of and access to healthy foods/beverages, and physical activity opportunities in their environment,
24 and implement solutions applying public health approaches.

26 **II. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) INFORMATION**

27 A. This Agreement includes federal funds paid to CONTRACTOR. The CFDA number(s) and
28 associated information for federal funds paid through this Agreement are specified below:

29
30 ~~CFDA Year: 2013~~

31 ~~CFDA No.: 10.561~~

32 ~~Program Title: State Administrative~~

33 ~~—————(Grants for the Supplemental Nutrition Assistance Program-CA)~~

34 ~~Federal Agency: Department of Agriculture/Food and Nutrition Service~~

35 ~~Award Name: Network for a Healthy California Local Health Department~~

36 ~~Amount: \$4,595,000~~

37 #

~~B. CONTRACTOR may be required to have an audit conducted in accordance with federal OMB Circular Number A-133. CONTRACTOR shall be responsible for complying with any federal audit requirements within the reporting period specified by OMB Circular Number A-133.~~

C. ADMINISTRATOR may revise the CFDA information listed above, and shall notify CONTRACTOR in writing of said revisions.

~~**“II. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) INFORMATION**~~

~~A. This Agreement includes federal funds paid to CONTRACTOR. The CFDA number(s) and associated information for federal funds paid through this Agreement are specified below:~~

CFDA Year: 2015
 CFDA No.: 10.561
 Program Title: State Administrative
 (Grants for the Supplemental Nutrition Assistance Program CA)
 Federal Agency: Department of Agriculture/Food and Nutrition Service
 Award Name: Network for a Healthy California Local Health Department
 Amount: \$4,850,550,000 (aggregate amount)

B. CONTRACTOR may be required to have an audit conducted in accordance with 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200. CONTRACTOR shall be responsible for complying with any federal audit requirements within the reporting period specified by 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200.

C. ADMINISTRATOR may revise the CFDA information listed above, and shall notify CONTRACTOR in writing of said revisions.

~~C. ADMINISTRATOR may revise the CFDA information listed above, and shall notify CONTRACTOR in writing of said revisions.”~~

III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, for the actual costs of providing services described hereunder, less revenues which are actually received by CONTRACTOR. All payments are interim payments only and are subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services; hereunder provided, however, the total of such payments does not exceed COUNTY’s Total Maximum Obligation and, provided further, CONTRACTOR’s costs are reimbursable pursuant to County, State and/or Federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental billings for any month for which the interim payment amount specified above has not been fully paid.

1. In support of the monthly billing, CONTRACTOR shall submit an Expenditure Report,

1 | which shall have other information including but not limited to, staffing, units of service, and any other
2 | information requested by ADMINISTRATOR, as specified in the Reports Paragraph of this Exhibit B to
3 | the Agreement. ADMINISTRATOR shall use the Expenditure Report to determine payment to
4 | CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.

5 | 2. If, at any time, CONTRACTOR's Expenditure Reports indicate that the monthly interim
6 | payments exceed the actual cost of providing services, ADMINISTRATOR may reduce COUNTY
7 | payments to CONTRACTOR by an amount not to exceed the difference between the year-to-date
8 | interim payment amount to CONTRACTOR and the year-to-date actual cost incurred by
9 | CONTRACTOR.

10 | 3. If, at any time, CONTRACTOR's Expenditure Reports indicate that the interim payment
11 | amounts are less than the actual cost of providing services, ADMINISTRATOR may authorize a
12 | supplemental payment to CONTRACTOR by an amount not to exceed the difference between the year-
13 | to-date interim payment amount to CONTRACTOR and the year-to-date actual cost incurred by
14 | CONTRACTOR.

15 | B. CONTRACTOR's billings shall be on a form approved or provided by ADMINISTRATOR and
16 | provide such information as is required by ADMINISTRATOR. Billings are due by the twentieth (20th)
17 | calendar day of each month following the month in which services were performed under the
18 | Agreement. Invoices received after the due date may not be paid within the same month. COUNTY
19 | should release payments to CONTRACTOR no later than twenty-one (21) business days after receipt of
20 | the correctly completed billing form.

21 | C. All billings to COUNTY shall be supported at CONTRACTOR's facility, by source
22 | documentation including, but are not limited to, ledgers, books, vouchers, journals, time sheets,
23 | bi-weekly time logs, payrolls, appointment schedules, Client data cards, schedules for allocating costs,
24 | invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.
25 | ADMINISTRATOR may require CONTRACTOR to submit documentation in support of the monthly
26 | billing.

27 | D. At ADMINISTRATOR's sole discretion, ADMINISTRATOR may withhold or delay all or a
28 | part of any payment if CONTRACTOR fails to comply with any provision of the Agreement.

29 | E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration
30 | and/or termination of the Agreement, except as may otherwise be provided under the Agreement, or
31 | specifically agreed upon in a subsequent Agreement.

32 | F. ADMINISTRATOR and CONTRACTOR may mutually agree, in writing, to modify the
33 | Payments Paragraph of this Exhibit B to the Agreement.

34 |
35 | **IV. RECORDS**

36 | A. ACTIVITY RECORDS – CONTRACTOR shall maintain adequate records of its services
37 | provided in sufficient detail to permit an evaluation of services.

1 B. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete
 2 financial records of its costs and operating expenses. Such records shall reflect the actual costs of the
 3 type of service for which payment is claimed. Any apportionment of or distribution of costs, including
 4 indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and shall
 5 be made in accordance with generally accepted principles of accounting.

6 7 **V. REPORTS**

8 A. CONTRACTOR shall submit, on forms provided or approved by ADMINISTRATOR, financial
 9 and/or programmatic reports as requested by ADMINISTRATOR concerning CONTRACTOR's
 10 activities as they relate to this Agreement. ADMINISTRATOR will be specific as to the nature of the
 11 information requested and allow thirty (30) days for CONTRACTOR to respond.

12 B. CONTRACTOR shall submit monthly reports to ADMINISTRATOR. These reports shall be
 13 due to ADMINISTRATOR no later than the twentieth (20th) calendar day following the end of each
 14 month reported, unless otherwise agreed to in writing by ADMINISTRATOR.

15 1. Monthly reports, submitted with CONTRACTOR's billings, which shall include, at a
 16 minimum, the number of activities and contacts achieved and number of staff hours worked, but not be
 17 limited to the following unless otherwise agreed to in writing by ADMINISTRATOR.

18 2. CONTRACTOR shall electronically submit a monthly expenditure report to
 19 ADMINISTRATOR and designated COUNTY staff, in support of the monthly invoice. These reports
 20 shall be on a form provided or approved by ADMINISTRATOR, and shall include the units of service
 21 provided and actual costs for each of CONTRACTOR's program(s) or cost center(s) described in the
 22 Service paragraph of this Exhibit B to the Agreement. Reports are due to ADMINISTRATOR no later
 23 than the twentieth (20th) calendar day of the month following the month in which services were
 24 performed under the Agreement, unless otherwise agreed to in writing by ADMINISTRATOR.

25 3. CONTRACTOR shall submit quarterly, year-end projection reports to ADMINISTRATOR.
 26 These reports shall be on a form approved or provided by ADMINISTRATOR and shall include, but not
 27 be limited to, anticipated year-end actual costs and revenue for CONTRACTOR's program(s) or cost
 28 center(s) described in the Services Paragraph of this Exhibit B to the Agreement. Said projection reports
 29 shall be submitted by January 10, ~~2014~~2016, April 10, ~~2014, July 10, 2014, January 10, 2015, April 10,~~
 30 ~~2015~~2016, and July 10, ~~2015~~2016 unless otherwise agreed to in writing by ADMINISTRATOR.

31 4. CONTRACTOR shall submit a monthly staffing report to ADMINISTRATOR and
 32 designated COUNTY staff, in support of the monthly invoice. These reports shall be on a form provided
 33 or approved by ADMINISTRATOR, and shall include, but not be limited to, employees' names,
 34 positions, and actual hours worked, and when and which staff have taken Compliance Training in
 35 accordance with the Compliance Paragraph of the Agreement. Reports are due to ADMINISTRATOR
 36 no later than the twentieth (20th) calendar day following the end of the month being reported, unless
 37 otherwise agreed to in writing by ADMINISTRATOR.

1 5. Periodic programmatic reports on forms provided or approved by ADMINISTRATOR,
 2 which shall include, a description of CONTRACTOR's progress in implementing the provisions of this
 3 Agreement; any pertinent facts or interim findings; staff changes; and status of licenses and/or
 4 certifications. CONTRACTOR shall report on whether or not it is progressing satisfactorily in
 5 achieving all the terms of the Agreement, and if not, shall specify what steps will be taken to achieve
 6 satisfactory progress. These periodic programmatic reports shall be submitted according to the timeline
 7 specified by ADMINISTRATOR.

8 6. CONTRACTOR shall submit semi-annual summary report of implementation of project to
 9 ADMINISTRATOR. Summary reports shall provide an overview of all activities conducted in the
 10 project. Activities described under this report must be approved by ADMINISTRATOR prior to project
 11 implementation. Reports shall be on forms provided or approved by ADMINISTRATOR and are due to
 12 ADMINISTRATOR on April 5, ~~2014, October 5, 2014, April 5, 2015~~ 2016 and September 30, ~~2015~~ 2016
 13 or according to the timeline specified by the ADMINISTRATOR.

14 C. ADDITIONAL REPORTS – CONTRACTOR shall make additional reports, as required by
 15 ADMINISTRATOR, concerning CONTRACTOR's activities as they affect the services hereunder.
 16 ADMINISTRATOR will be specific as to the nature of information requested and allow thirty (30)
 17 calendar days for CONTRACTOR to respond.

18 D. ADMINISTRATOR and CONTRACTOR may mutually agree, in writing, to modify the
 19 Reports Paragraph of this Exhibit B to the Agreement.

20 **VI. SERVICES**

21 A. CONTRACTOR shall provide Network-OC services to improve the likelihood that persons
 22 eligible for SNAP will make healthy food choices within a limited budget and choose physically active
 23 lifestyles consistent with the current Dietary Guidelines for Americans and USDA food guidance.
 24 CONTRACTOR shall focus on the following key behavioral outcomes in order to magnify the impact of
 25 Network-OC:
 26

27 1. Make half your plate fruits and vegetables, at least half your grains whole grains, and switch
 28 to fat-free or low-fat milk and milk products;

29 2. Increase physical activity and reduce time spent in sedentary behaviors as part of a healthy
 30 lifestyle; and,

31 3. Maintain appropriate calorie balance during each stage of life - childhood, adolescence,
 32 adulthood, pregnancy and breastfeeding, and older age.

33 B. CONTRACTOR shall use an evidence-based approach for nutrition education and obesity
 34 prevention, defined as the integration of the best research evidence with the best available practice-based
 35 evidence. The best research evidence refers to relevant rigorous nutrition and public health nutrition
 36 research including systematically reviewed scientific evidence. Practice-based evidence refers to case
 37 studies, pilot studies, and evidence from the field on nutrition education interventions that demonstrate

1 obesity prevention potential. Evidence may be related to obesity prevention target areas, intervention
2 strategies, and/or specific interventions. All efforts must be reviewed and approved by the
3 ADMINISTRATOR prior to implementation.

4 C. CONTRACTOR shall ensure attendance at County and Network sponsored meetings, trainings
5 and conferences which shall be pre-approved by ADMINISTRATOR and comply with the Network
6 Guidelines Manual and any updates from the Network. CONTRACTOR shall use Network approved
7 materials for classes and activities that support the USDA Dietary Guidelines, report community
8 changes directly influenced by SNAP-Ed interventions, participate in ongoing local activities that
9 support the Network's statewide social marketing campaigns, and provide nutrition education resources
10 to local programs. CONTRACTOR shall be required to complete a Project Synopsis which shall
11 include the Income Targeting Data Source for populations served with allocated funds and any
12 CONTRACTOR receiving more than \$350,000 per year must conduct an Impact and Outcome
13 Evaluation in coordination with ADMINISTRATOR to formally assess the effectiveness of their
14 nutrition efforts.

15 D. PERSONS TO BE SERVED – CONTRACTOR shall provide services to SNAP eligible
16 participants and potential SNAP eligible participants who have incomes at or below one hundred
17 eighty-five percent (185%) of the federal poverty level (FPL) living in Orange County. CONTRACTOR
18 shall obtain approval from the ADMINISTRATOR for the designated sites where services will be
19 provided to ensure the target population is being reached. The methods used to qualify the proposed
20 sites include:

21 1. Sites located in a census tract where at least fifty percent (50%) of the target audience is at
22 or below one hundred eighty-five percent (185%) of the federal poverty level. Bidders may qualify sites
23 based on all races in the census tract or by racial/ethnic specific data.

24 2. Sites considered as means tested programs that are eligible for SNAP-Ed services.

25 3. School sites with at least fifty percent (50%) of the students receiving free or reduced price
26 meals.

27 E. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,
28 with respect to any person who has been referred to CONTRACTOR by COUNTY under the terms of
29 this Agreement. Further, CONTRACTOR agrees that the funds provided hereunder shall not be used to
30 promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution,
31 or religious belief.

32 F. CONTRACTOR shall make its best efforts to provide services pursuant to this Agreement in a
33 manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR
34 shall maintain documentation of such efforts which may include, but not be limited to: records of
35 participation in COUNTY-sponsored or other applicable training; recruitment and hiring policies and
36 procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of
37 measures taken to enhance accessibility for, and sensitivity to, persons who are physically challenged.

1 G. ADMINISTRATOR and CONTRACTOR may mutually agree, in writing, to modify the
2 Services Paragraph of this Exhibit B to the Agreement.

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EXHIBIT C
 TO AGREEMENT FOR PROVISION OF
 NUTRITION SERVICES/~~NETWORK FOR A HEALTHY~~NUTRITION EDUCATION AND
~~CALIFORNIA—ORANGE COUNTY BETWEEN~~
OBESITY PREVENTION (NEOP) PROGRAM SERVICES
 COUNTY OF ORANGE
 AND
 «UC_NAME» «UC_DBA»
 OCTOBER ~~15, 2013~~1, 2015 THROUGH SEPTEMBER 30, ~~2015~~2016

I. SERVICES TO BE PROVIDED

CONTRACTOR agrees to provide ADMINISTRATOR approved Nutrition Education Classes services as identified in Exhibit A to the Agreement, and shall provide said services in accordance with Paragraph II. below.

II. NUTRITION EDUCATION CLASSES SERVICES

A. CONTRACTOR shall provide evidence-based direct nutrition education classes designed to increase consumption of healthy foods and improve self-efficacy to promote change at the individual, family and organizational level.

B. CONTRACTOR shall assess the attitudes, knowledge, belief and skills of the target audience related to nutrition education and develop a plan of action. Specifically focus on increasing access and consumption of healthy foods, MyPlate, the Dietary Guidelines and needs of the target population.

C. CONTRACTOR shall make preparations for conducting a minimum of «C_NO_NEC» nutrition education classes ~~for Period One and a minimum of «C_NO_NEC2» nutrition education classes for Period Two~~ that are linguistically and culturally appropriate. Each class will include skill-based lessons / activities, such as label reading, food preparation activities, etc. Each class will only use Network-approved materials and follow the Dietary Guidelines. Preparations may include:

1. Organizing materials
2. Selecting class assessment/evaluation surveys
3. Purchasing food samples

D. CONTRACTOR shall conduct or train staff to conduct nutrition education classes as needed. Food demonstrations and taste tests may only be conducted by staff with ServSafe certification.

E. CONTRACTOR shall recruit participants for classes, with special efforts made to reach individuals at higher risk for obesity and nutrition-related concerns.

F. CONTRACTOR shall conduct a minimum of «C_NO_LCA_NEC» nutrition education classes ~~for Period One and a minimum of «C_NO_LCA_NEC2» nutrition education classes for Period Two~~ that are linguistically and culturally appropriate to reach a minimum of «C_NO_IND» SNAP-Ed-eligible

1 individuals ~~for Period One and a minimum of~~ «C_NO_IND2» ~~SNAP-Ed eligible individuals for Period~~
 2 ~~Two.~~ Collect and record participant data cards or other participant qualifying information.

3 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify units of
 4 service, timelines and training requirements specified in the Services Paragraph of Exhibit C to the
 5 Agreement.

6 **III. BUDGET**

7 A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in Exhibit B
 8 to the Agreement and the following budgets, which are set forth for informational purposes only and
 9 may be adjusted by mutual agreement, in writing, of ADMINISTRATOR and CONTRACTOR.

	PERIOD ONE	PERIOD TWO
ADMINISTRATIVE COSTS		
Salaries	\$«C_1AD_SAL»	\$«C_2AD_SAL»
Benefits	«C_1AD_BEN»	«C_2AD_BEN»
Services and Supplies	«C_1AD_SS»	«C_2AD_SS»
Subcontracts	«C_1AD_SUBC»	«C_2AD_SUBC»
Indirect Costs	«C_1AD_IC»	«C_2AD_IC»
SUBTOTAL ADMINISTRATIVE COSTS	\$«C_1AD_SUBT»	\$«C_2AD_SUBT»
PROGRAM COSTS		
Salaries	\$«C_1PGM_SAL»	\$«C_2PGM_SAL»
Benefits	«C_1PGM_BEN»	«C_2PGM_BEN»
Services and Supplies	«C_1PGM_SS»	«C_2PGM_SS»
Subcontracts	«C_1PGM_SUBC»	«C_2PGM_SUBC»
SUBTOTAL PROGRAM COSTS	\$«C_1PGM_SUBT»	\$«C_2PGM_SUBT»
<u>IMPACT & OUTCOME EVALUATION</u>	\$«C1_TTL_IO»	
TOTAL GROSS COSTS	\$«C1_TTL_GC»	\$«C2_TTL_GC»
LOCAL SUPPORT SOURCE		
«C_LSS»	\$«C1_REV»	\$«C2_REV»
TOTAL LOCAL SUPPORT SOURCE	\$«C1_REV_TTL»	\$«C2_REV_TTL»
TOTAL MAXIMUM OBLIGATION	\$«C1_MAXOB»	\$«C2_MAXOB»

10 B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds

1 between budgeted line items, for the purpose of meeting specific program needs or for providing
 2 continuity of care to its consumers, by utilizing a Budget/Staffing Modification Request form provided
 3 by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing
 4 Modification Request to ADMINISTRATOR for consideration, in advance, which will include a
 5 justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and
 6 the sustaining annual impact of the shift as may be applicable to the current contract period and/or future
 7 contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification
 8 Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of
 9 CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing
 10 Modification Request(s) may result in disallowance of those costs.

11 C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget
 12 Paragraph of this Exhibit C to the Agreement.

13
 14 **IV. STAFFING**

15 A. CONTRACTOR shall, at a minimum, provide the following paid staff expressed in Full Time
 16 Equivalent (FTEs), for period one and two, which shall be equal to an average of forty (40) hours
 17 worked per week:

18
 19 **ADMINISTRATIVE STAFF**

FTEs

20 «C_AD_POS_1»
 21 «C_AD_POS_2»
 22 «C_AD_POS_3»
 23 «C_AD_POS_4»
 24 «C_AD_POS_5»
 25 «C_AD_POS_6»
 26 «C_AD_POS_7»
 27 «C_AD_POS_8»

«C_AD_FTE_1»
 «C_AD_FTE_2»
 «C_AD_FTE_3»
 «C_AD_FTE_4»
 «C_AD_FTE_5»
 «C_AD_FTE_6»
 «C_AD_FTE_7»
 «C AD FTE 8»

28 **SUBTOTAL FTEs**

«C_AD_FTE_SUB»

29
 30 **PROGRAM STAFF**

31 «C_PGM_POS_1»
 32 «C_PGM_POS_2»
 33 «C_PGM_POS_3»
 34 «C_PGM_POS_4»
 35 «C_PGM_POS_5»
 36 «C_PGM_POS_6»
 37 «C_PGM_POS_7»

«C_PGM_FTE_1»
 «C_PGM_FTE_2»
 «C_PGM_FTE_3»
 «C_PGM_FTE_4»
 «C_PGM_FTE_5»
 «C_PGM_FTE_6»
 «C_PGM_FTE_7»

1	«C_PGM_POS_8»	«C_PGM_FTE_8»
2	SUBTOTAL FTEs	«C_PGM_FTE_SUB»
3		
4	TOTAL FTEs	«C_FTE_TTL»

6 B. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of
7 any staffing vacancies that occur during the term of the Agreement.

8 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) days in
9 advance, of any new staffing changes; including promotions, temporary FTE changes and internal or
10 external temporary staffing assignment requests that occur during the term of the Agreement.

11 D. CONTRACTOR shall ensure that administrative and programmatic staffing is sufficient to
12 support the performance of services pursuant to the Agreement.

13 E. CONTRACTOR shall maintain a time allocation system that will document the amounts
14 charged to grant-supported projects for personnel services to ensure that staff is providing services under
15 this Agreement based on the FTEs noted above. CONTRACTOR shall submit a monthly time and
16 effort report, in a format approved or provided by ADMINISTRATOR, representing actual work
17 performed by the employee during the covered period.

18 F. CONTRACTOR may augment the above paid staff with trained volunteers. CONTRACTOR
19 shall provide supervision to volunteers as specified in the respective job descriptions or work contracts.

20 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
21 Staffing Paragraph of this Exhibit C to the Agreement.

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1 EXHIBIT D
 2 TO AGREEMENT FOR PROVISION OF
 3 NUTRITION SERVICES/~~NETWORK FOR A HEALTHY~~NUTRITION EDUCATION AND
 4 ~~CALIFORNIA—ORANGE COUNTY~~
 5 OBESITY PREVENTION (NEOP) PROGRAM SERVICES

6 BETWEEN
 7 COUNTY OF ORANGE

8 AND

9 «UC_NAME» «UC_DBA»

10 OCTOBER ~~15, 2013~~1, 2015 THROUGH SEPTEMBER 30, ~~2015~~2016

11
 12 **I. SERVICES TO BE PROVIDED**

13 CONTRACTOR agrees to provide ADMINISTRATOR approved Nutrition Education Events
 14 services as identified in Exhibit A to the Agreement, and shall provide said services in accordance with
 15 Paragraph II. below.

16
 17 **II. NUTRITION EDUCATION EVENTS SERVICES**

18 A. CONTRACTOR shall provide nutrition education/obesity prevention activities conducted at
 19 health fairs, food assistance programs, and other Network-OC qualifying sites. Activities may include
 20 brief education sessions, display booths, materials distribution and food demonstrations.

21 B. CONTRACTOR shall provide a minimum of «D_NO_CE» community events to reach a
 22 minimum of «D_NO_SEE_IND» SNAP-Ed-eligible individuals ~~for Period One and a minimum of~~
 23 ~~<<D_NO_CE2>> community events to reach a minimum of <<D_NO_SEE_IND2>> SNAP Ed eligible~~
 24 ~~individuals for Period Two~~ in the community with information on healthy foods/beverages.

25 C. CONTRACTOR shall conduct a minimum of «D_NO_NE_OBP_A» nutrition education/obesity
 26 prevention activities ~~for Period One and a minimum of «D_NO_NE_OBP_A2» nutrition~~
 27 ~~education/obesity prevention activities for Period Two~~ at community sites and events. Sites may include
 28 health fairs, food assistance programs and events conducted at ADMINISTRATOR approved qualifying
 29 sites. Estimate number reached at events based on ADMINISRATOR approved methods.

30 D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify units of
 31 service, timelines and training requirements specified in the Services Paragraph of this Exhibit D to the
 32 Agreement.

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III. BUDGET

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in Exhibit B to the Agreement and the following budgets, which are set forth for informational purposes only and may be adjusted by mutual agreement, in writing, of ADMINISTRATOR and CONTRACTOR.

	PERIOD ONE	PERIOD TWO
ADMINISTRATIVE COSTS		
Salaries	\$«D_1AD_SAL»	\$«D_2AD_SAL»
Benefits	«D_1AD_BEN»	«D_2AD_BEN»
Services and Supplies	«D_1AD_SS»	«D_2AD_SS»
Subcontracts	«D_1AD_SUBC»	«D_2AD_SUBC»
Indirect Costs	«D_1AD_IC»	«D_2AD_IC»
SUBTOTAL	\$«D_1AD_SUBT	\$«D_2AD_SUBT
ADMINISTRATIVE COSTS	»	»
PROGRAM COSTS		
Salaries	\$«D_1PGM_SAL	\$«D_2PGM_SAL
	»	»
Benefits	«D_1PGM_BEN»	«D_2PGM_BEN»
Services and Supplies	«D_1PGM_SS»	«D_2PGM_SS»
Subcontracts	«D_1PGM SUB	«D_2PGM SUB
	C»	C»
SUBTOTAL PROGRAM	\$«D_1PGM_SUB	\$«D_2PGM_SUB
COSTS	T»	T»
<u>IMPACT & OUTCOME</u>	\$«C1_TTL_IO»	
<u>EVALUATION</u>		
TOTAL GROSS COSTS	\$«D1_TTL_GC»	\$«D2_TTL_GC»
LOCAL SUPPORT SOURCE		
—«D_LSS»	\$«D1_REV»	\$«D2_REV»
TOTAL LOCAL SUPPORT	\$«D1_REV_TTL	\$«D2_REV_TTL
SOURCE	»	»
TOTAL MAXIMUM	\$«D1_MAXOB»	\$«D2_MAXOB»
OBLIGATION		

B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds between budgeted line items, for the purpose of meeting specific program needs or for providing continuity of care to its consumers, by utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which will include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current contract period and/or future contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget Paragraph of this Exhibit D to the Agreement.

IV. STAFFING

A. CONTRACTOR shall, at a minimum, provide the following paid staff expressed in Full Time Equivalent (FTEs), for period one and two, which shall be equal to an average of forty (40) hours worked per week:

ADMINISTRATIVE STAFF

FTEs

«D_AD_POS_1»

«D_AD_FTE_1»

«D_AD_POS_2»

«D_AD_FTE_2»

«D_AD_POS_3»

«D_AD_FTE_3»

«D_AD_POS_4»

«D_AD_FTE_4»

«D_AD_POS_5»

«D_AD_FTE_5»

«D_AD_POS_6»

«D_AD_FTE_6»

~~«D_AD_POS_7»~~

~~«D_AD_FTE_7»~~

~~«D_AD_POS_8»~~

~~«D_AD_FTE_8»~~

SUBTOTAL FTEs

«D_AD_FTE_SUB»

PROGRAM STAFF

«D_PGM_POS_1»

«D_PGM_FTE_1»

«D_PGM_POS_2»

«D_PGM_FTE_2»

«D_PGM_POS_3»

«D_PGM_FTE_3»

«D_PGM_POS_4»

«D_PGM_FTE_4»

«D_PGM_POS_5»

«D_PGM_FTE_5»

«D_PGM_POS_6»

«D_PGM_FTE_6»

1	«D_PGM_POS_7»	«D_PGM_FTE_7»
2	«D_PGM_POS_8»	«D_PGM_FTE_8»
3	SUBTOTAL FTEs	«D_PGM_FTE_SUB»
4		
5	TOTAL FTEs	«D_FTE_TTL»

7 B. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of
8 any staffing vacancies that occur during the term of the Agreement.

9 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) days in
10 advance, of any new staffing changes; including promotions, temporary FTE changes and internal or
11 external temporary staffing assignment requests that occur during the term of the Agreement.

12 D. CONTRACTOR shall ensure that administrative and programmatic staffing is sufficient to
13 support the performance of services pursuant to the Agreement.

14 E. CONTRACTOR shall maintain a time allocation system that will document the amounts
15 charged to grant-supported projects for personnel services to ensure that staff is providing services under
16 this Agreement based on the FTEs noted above. CONTRACTOR shall submit a monthly time and
17 effort report, in a format approved or provided by ADMINISTRATOR, representing actual work
18 performed by the employee during the covered period.

19 F. CONTRACTOR may augment the above paid staff with volunteers. CONTRACTOR shall
20 provide supervision to volunteers as specified in the respective job descriptions or work contracts.

21 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
22 Staffing Paragraph of this Exhibit E to the Agreement.

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1 EXHIBIT E
 2 TO AGREEMENT FOR PROVISION OF
 3 NUTRITION SERVICES/~~NETWORK FOR A HEALTHY~~ NUTRITION EDUCATION AND
 4 ~~CALIFORNIA—ORANGE COUNTY~~ OBESITY PREVENTION (NEOP) PROGRAM SERVICES
 5 BETWEEN
 6 COUNTY OF ORANGE
 7 AND
 8 «UC_NAME» «UC_DBA»
 9 OCTOBER 1, ~~2013~~2015 THROUGH SEPTEMBER 30, ~~2015~~2016

11 **I. SERVICES TO BE PROVIDED**

12 CONTRACTOR agrees to provide ADMINISTRATOR approved Rethink Your Drink services as
 13 identified in Exhibit A to the Agreement, and shall provide said services in accordance with Paragraph
 14 II. below.

16 **II. RETHINK YOUR DRINK SERVICES**

17 A. CONTRACTOR shall provide evidence-based nutrition education activities designed to
 18 increase consumption of healthy beverages and activities that support environmental changes.

19 B. CONTRACTOR shall provide a minimum of «E_NO_SEE_IND» unduplicated SNAP
 20 Ed-eligible individuals in qualifying communities will participate in «E_NO_EB_NEC» evidence-based
 21 nutrition education classes ~~for Period One and a minimum of <<E_NO_SEE_IND2>> unduplicated~~
 22 ~~SNAP Ed eligible individuals in qualifying communities will participate in <<E_NO_EB_NEC2>>~~
 23 ~~evidence-based nutrition education classes for Period Two~~ designed to increase consumption of healthy
 24 beverages and support a minimum of one environmental change that enhances Rethink Your Drink
 25 efforts.

26 C. CONTRACTOR shall attend a minimum of one ADMINISTRATOR Rethink Your Drink
 27 nutrition education training session.

28 D. CONTRACTOR shall provide nutrition education promoting healthy beverage options a
 29 minimum of «E_NO_BO_TPY» ~~for Period One and a minimum of <<E_NO_BO_TPY2>> for Period~~
 30 ~~Two.~~ Each activity will include skill-based component, such as label reading. Each activity will use
 31 ~~ADMINISTRTROR~~ ADMINISTRATOR approved materials and follow the Dietary Guidelines. Sample
 32 activities may include:

- 33 1. Nutrition education classes with optional taste testing of healthy beverages;
- 34 2. Displays of Rethink Your Drink materials;
- 35 3. Interactive booths/displays at qualifying sites; or
- 36 4. Other activities approved by ADMINISTRATOR.

37 #

E. CONTRACTOR shall assist ADMINISTRATOR in identifying priorities and developing a list of environmental support strategies to increase and promote access to healthy beverage options through public health approaches.

F. CONTRACTOR shall assist ADMINISTRATOR in advancing a minimum of one environmental support strategy in an eligible local setting serving the low-income population that increases healthy beverage options and enhances the Rethink Your Drink campaign efforts.

G. CONTRACTOR shall assist ADMINISTRATOR in conducting evaluation activities to assess Rethink Your Drink efforts which may include:

1. Obtaining input from intermediaries via electronic or printed surveys;
2. Conducting information consumer testing of new materials, and/or implementing brief consumer surveys.

H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify units of service, timelines and training requirements specified in the Services Paragraph of this Exhibit E to the Agreement.

III. BUDGET

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in Exhibit B to the Agreement and the following budgets, which are set forth for informational purposes only and may be adjusted by mutual agreement, in writing, of ADMINISTRATOR and CONTRACTOR.

	PERIOD ONE	PERIOD TWO
ADMINISTRATIVE COSTS		
Salaries	\$«E_1AD_SAL»	\$«E_2AD_SAL»
Benefits	«E_1AD_BEN»	«E_2AD_BEN»
Services and Supplies	«E_1AD_SS»	«E_2AD_SS»
Subcontracts	«E_1AD_SUBC»	«E_2AD_SUBC»
Indirect Costs	«E_1AD_IC»	«E_2AD_IC»
SUBTOTAL	\$«E_1AD_SUBT»	\$«E_2AD_SUB»
ADMINISTRATIVE COSTS	»	T»
PROGRAM COSTS		
Salaries	\$«E_1PGM_SAL»	\$«E_2PGM_SA»
Benefits	«E_1PGM_BEN»	«E_2PGM_BE»
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1	Services and Supplies	«E_1PGM_SS»	«E_2PGM_SS»
2	Subcontracts	«E_1PGM_SUB	«E_2PGM_SUB
3		C»	C»
4	SUBTOTAL PROGRAM	\$«E_1PGM_SUBT	\$«E_2PGM_SUB
5	COSTS	»	T»
6			
7	TOTAL GROSS COSTS	\$«E1_TTL_GC»	\$«E2_TTL_GC»
8	LOCAL SUPPORT SOURCE		
9	— «E_LSS»	\$«E1_REV»	\$«E2_REV»
10	TOTAL LOCAL SUPPORT		\$
11	SOURCE	\$	«E2_REV_TTL
12		«E1_REV_TTL»	»
13			
14	TOTAL MAXIMUM	\$«E1_MAXOB»	\$«E2_MAXOB
15	OBLIGATION		»

17 B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds
 18 between budgeted line items, for the purpose of meeting specific program needs or for providing
 19 continuity of care to its consumers, by utilizing a Budget/Staffing Modification Request form provided
 20 by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing
 21 Modification Request to ADMINISTRATOR for consideration, in advance, which will include a
 22 justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and
 23 the sustaining annual impact of the shift as may be applicable to the current contract period and/or future
 24 contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification
 25 Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of
 26 CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing
 27 Modification Request(s) may result in disallowance of those costs.

28 C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget
 29 Paragraph of this Exhibit E to the Agreement.

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IV. STAFFING

A. CONTRACTOR shall, at a minimum, provide the following paid staff expressed in Full Time Equivalents (FTEs), for period one and two, which shall be equal to an average of forty (40) hours worked per week:

ADMINISTRATIVE STAFF

FTEs

«E_AD_POS_1»

«E_AD_FTE_1»

«E_AD_POS_2»

«E_AD_FTE_2»

«E_AD_POS_3»

«E_AD_FTE_3»

«E_AD_POS_4»

«E_AD_FTE_4»

«E_AD_POS_5»

«E_AD_FTE_5»

«E_AD_POS_6»

«E_AD_FTE_6»

~~«E_AD_POS_7»~~

~~«E_AD_FTE_7»~~

~~«E_AD_POS_8»~~

~~«E_AD_FTE_8»~~

SUBTOTAL FTEs

«E_AD_FTE_SUB»

PROGRAM STAFF

«E_PGM_POS_1»

«E_PGM_FTE_1»

«E_PGM_POS_2»

«E_PGM_FTE_2»

«E_PGM_POS_3»

«E_PGM_FTE_3»

«E_PGM_POS_4»

«E_PGM_FTE_4»

«E_PGM_POS_5»

«E_PGM_FTE_5»

«E_PGM_POS_6»

«E_PGM_FTE_6»

«E_PGM_POS_7»

«E_PGM_FTE_7»

«E_PGM_POS_8»

«E_PGM_FTE_8»

SUBTOTAL FTEs

«E_PGM_FTE_SUB»

TOTAL FTEs

«E_FTE_TTL»

B. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of any staffing vacancies that occur during the term of the Agreement.

C. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) days in advance, of any new staffing changes; including promotions, temporary FTE changes and internal or external temporary staffing assignment requests that occur during the term of the Agreement.

D. CONTRACTOR shall ensure that administrative and programmatic staffing is sufficient to support the performance of services pursuant to the Agreement.

E. CONTRACTOR shall maintain a time allocation system that will document the amounts

1 charged to grant-supported projects for personnel services to ensure that staff is providing services under
2 this Agreement based on the FTEs noted above. CONTRACTOR shall submit a monthly time and
3 effort report, in a format approved or provided by ADMINISTRATOR, representing actual work
4 performed by the employee during the covered period.

5 F. CONTRACTOR may augment the above paid staff with volunteers. CONTRACTOR shall
6 provide supervision to volunteers as specified in the respective job descriptions or work contracts.

7 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
8 Staffing Paragraph of this Exhibit E to the Agreement.

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1 EXHIBIT F
 2 TO AGREEMENT FOR PROVISION OF
 3 NUTRITION SERVICES/~~NETWORK FOR A HEALTHY~~NUTRITION EDUCATION AND
 4 ~~CALIFORNIA—ORANGE COUNTY~~
 5 OBESITY PREVENTION (NEOP) PROGRAM SERVICES

6 BETWEEN
 7 COUNTY OF ORANGE
 8 AND

9 «UC_NAME» «UC_DBA»

10 OCTOBER ~~15, 2013~~1, 2015 THROUGH SEPTEMBER 30, ~~2015~~2016

11
 12 **I. SERVICES TO BE PROVIDED**

13 CONTRACTOR agrees to provide ADMINISTRATOR approved Peer Educators services as
 14 identified in Exhibit A to the Agreement, and shall provide said services in accordance with Paragraph
 15 II. below.

16
 17 **II. PEER EDUCATORS SERVICES**

18 A. CONTRACTOR shall use SNAP-Ed eligible members in the community as peer educators to
 19 conduct Network developed nutrition education and obesity prevention classes that promote food
 20 security, and individual, family, and organizational change.

21 B. CONTRACTOR shall ~~provide~~train and mentor a minimum of «F_NO_P_ED» peer educators
 22 that will be recruited from the SNAP-Ed-eligible members in the community to reach a minimum of
 23 «F_NO_PEERS» peers with a series of three (3) or more nutrition education and obesity prevention
 24 classes ~~for Period One and a minimum of «F_NO_P_ED2» peer educators that will be recruited from the~~
 25 ~~SNAP-Ed eligible members in the community to reach a minimum of «F_NO_PEERS2» peers with a~~
 26 ~~series of three (3) or more nutrition education and obesity prevention classes for Period Two~~ promoting
 27 food security as well as individual, family and organizational changes.

28 C. CONTRACTOR shall recruit peer educators from qualified areas and target communities with
 29 higher rates of obesity and nutrition-related concerns.

30 D. CONTRACTOR shall participate in all required ADMINISTRATOR trainings related to Peer-
 31 to-Peer education. Train peer educators to conduct the series of lessons provided by the
 32 ADMINISTRATOR.

33 E. Peer educators will conduct a minimum of «F_NO_NE_OBPC» series of three (3) or more
 34 nutrition education and obesity prevention classes reaching a total of «F_U_SEE_IND» unduplicated
 35 SNAP-Ed eligible individuals ~~for Period One and a minimum of «F_NO_NE_OBPC2» series of three~~
 36 ~~(3) or more nutrition education and obesity prevention classes reaching a total of «F_U_SEE_IND2»~~
 37 ~~unduplicated SNAP-Ed eligible individuals for Period Two~~, verified through the collection of participant

1 data cards or other allowable methods.

2 F. CONTRACTOR shall invite local CalFresh outreach organizations to attend at least one
3 education class in the series and provide information on how to apply to the CalFresh program.

4 G. CONTRACTOR shall provide peer educators with ongoing technical assistance, including
5 modeling classes, assessment of teaching techniques, observation of presentations, etc., a minimum of
6 three (3) times a year.

7 H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify units of
8 service, timelines and training requirements specified in the Services Paragraph of this Exhibit F to the
9 Agreement.

10
11 **III. BUDGET**

12 A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in Exhibit B
13 to the Agreement and the following budgets, which are set forth for informational purposes only and
14 may be adjusted by mutual agreement, in writing, of ADMINISTRATOR and CONTRACTOR.

	PERIOD ONE	PERIOD TWO
17 ADMINISTRATIVE COSTS		
18 Salaries	\$«F_1AD_SAL»	\$«F_2AD_SAL»
19 Benefits	«F_1AD_BEN»	«F_2AD_BEN»
20 Services and Supplies	«F_1AD_SS»	«F_2AD_SS»
21 Subcontracts	«F_1AD_SUBC»	«F_2AD_SUBC»
22 Indirect Costs	«F_1AD_IC»	«F_2AD_IC»
23 SUBTOTAL	\$«F_1AD_SUBT	\$«F_2AD_SUBT
24 ADMINISTRATIVE COSTS	»	»
26 PROGRAM COSTS		
27 Salaries	\$«F_1PGM_SAL	\$«F_2PGM_SAL
28	»	»
29 Benefits	«F_1PGM_BEN»	«F_2PGM_BEN
30		»
31 Services and Supplies	«F_1PGM_SS»	«F_2PGM_SS»
32 Subcontracts	«F_1PGM_SUB	«F_2PGM_SUB
33	C»	C»
34 SUBTOTAL PROGRAM COSTS	\$«F_1PGM_SUBT	\$«F_2PGM_SUB
35	»	T»
37 TOTAL GROSS COSTS	\$«F1_TTL_GC»	\$«F2_TTL_GC»

1			
2	LOCAL SUPPORT SOURCE		
3	«F_LSS»	\$ «F1_REV»	\$ «F2_REV»
4	TOTAL LOCAL SUPPORT	\$	\$
5	SOURCE	«F1_REV_TTL»	«F2_REV_TTL»
6			
7	TOTAL MAXIMUM	\$«F1_MAXOB»	\$«F2_MAXOB»
8	OBLIGATION		
9			

10 B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds
 11 between budgeted line items, for the purpose of meeting specific program needs or for providing
 12 continuity of care to its consumers, by utilizing a Budget/Staffing Modification Request form provided
 13 by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing
 14 Modification Request to ADMINISTRATOR for consideration, in advance, which will include a
 15 justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and
 16 the sustaining annual impact of the shift as may be applicable to the current contract period and/or future
 17 contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification
 18 Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of
 19 CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing
 20 Modification Request(s) may result in disallowance of those costs.

21 C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget
 22 Paragraph of this Exhibit F to the Agreement.

23
 24 **IV. STAFFING**

25 A. CONTRACTOR shall, at a minimum, provide the following paid staff expressed in Full Time
 26 Equivalent (FTEs), for period one and two, which shall be equal to an average of forty (40) hours
 27 worked per week:

28	ADMINISTRATIVE STAFF	FTEs
29	«F_AD_POS_1»	«F_AD_FTE_1»
30	«F_AD_POS_2»	«F_AD_FTE_2»
31	«F_AD_POS_3»	«F_AD_FTE_3»
32	«F_AD_POS_4»	«F_AD_FTE_4»
33	«F_AD_POS_5»	«F_AD_FTE_5»
34	«F_AD_POS_6»	«F AD FTE 6»
35	«F_AD_POS_7»	«F_AD_FTE_7»
36	«F_AD_POS_8»	«F_AD_FTE_8»
37		

1	SUBTOTAL FTEs	«F_AD_FTE_SUB»
2		
3	PROGRAM STAFF	FTEs
4	«F_PGM_POS_1»	«F_PGM_FTE_1»
5	«F_PGM_POS_2»	«F_PGM_FTE_2»
6	«F_PGM_POS_3»	«F_PGM_FTE_3»
7	«F_PGM_POS_4»	«F_PGM_FTE_4»
8	«F_PGM_POS_5»	«F_PGM_FTE_5»
9	«F_PGM_POS_6»	«F_PGM_FTE_6»
10	«F_PGM_POS_7»	«F_PGM_FTE_7»
11	«F_PGM_POS_8»	«F_PGM_FTE_8»
12	SUBTOTAL FTEs	«F_PGM_FTE_SUB»
13		
14	TOTAL FTEs	«F_FTE_TTL»

16 B. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of
 17 any staffing vacancies that occur during the term of the Agreement.

18 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) days in
 19 advance, of any new staffing changes; including promotions, temporary FTE changes and internal or
 20 external temporary staffing assignment requests that occur during the term of the Agreement.

21 D. CONTRACTOR shall ensure that administrative and programmatic staffing is sufficient to
 22 support the performance of services pursuant to the Agreement.

23 E. CONTRACTOR shall maintain a time allocation system that will document the amounts
 24 charged to grant-supported projects for personnel services to ensure that staff is providing services under
 25 this Agreement based on the FTEs noted above. CONTRACTOR shall submit a monthly time and
 26 effort report, in a format approved or provided by ADMINISTRATOR, representing actual work
 27 performed by the employee during the covered period.

28 F. CONTRACTOR may augment the above paid staff with volunteers. CONTRACTOR shall
 29 provide supervision to volunteers as specified in the respective job descriptions or work contracts.

30 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 31 Staffing Paragraph of this Exhibit F to the Agreement.

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EXHIBIT G
TO AGREEMENT FOR PROVISION OF
NUTRITION SERVICES/~~NETWORK FOR A HEALTHY~~ NUTRITION EDUCATION AND
OBESITY PREVENTION (NEOP) PROGRAM SERVICES

BETWEEN

COUNTY OF ~~CALIFORNIA~~ ORANGE COUNTY

BETWEEN

COUNTY OF ORANGE

AND

«UC_NAME» «UC_DBA»

AND

«UC_NAME» «UC_DBA»

OCTOBER 1, ~~2013~~ 2015 THROUGH SEPTEMBER 30, ~~2015~~ 2016

I. SERVICES TO BE PROVIDED

CONTRACTOR agrees to provide ADMINISTRATOR approved School and After School services as identified in Exhibit A to the Agreement, and shall provide said services in accordance with Paragraph II. below.

II. SCHOOL AND AFTER SCHOOL SERVICES

A. Provide training and technical assistance to qualifying schools and after school/extended break programs to facilitate nutrition education, physical activity opportunities, and wellness and social marketing strategies that will result in healthy site changes and increase access to and consumption of healthy foods and beverages among children in kindergarten through 12th grade and their parents or caregivers.

B. CONTRACTOR shall engage a minimum of «G_NO_MQS» qualifying schools and «G_NO_QAS_EBP» qualifying after school/extended break programs to reach «G_NO_CHILDREN» of children and «G_NO_PARENTS» of parents ~~for Period One and a minimum of «G_NO_MQS2» qualifying schools and «G_NO_QAS_EBP2» qualifying after school/extended break programs to reach «G_NO_CHILDREN2» of children and «G_NO_PARENTS2» of parents for Period Two~~ to increase nutrition education and physical activity opportunities and social marketing strategies that increase access and consumption of healthy food and beverages at each site.

C. CONTRACTOR shall attend all ADMINISTATOR required trainings and webinars regarding resources and tools for the school and after school setting.

D. CONTRACTOR shall establish relationships and commitments of support for nutrition education interventions, wellness policy expansion and staff development in these areas from County

1 Office of Education, school districts and after school administrators. Facilitate ongoing communication
2 with identified administrators supporting healthy school/after school campaigns.

3 E. CONTRACTOR shall establish relationships and commitments of support for nutrition
4 education interventions, wellness policy expansion and staff development in these areas from school site
5 and after school site administrators to increase healthy food/beverage access and availability and
6 increase opportunities for physical activity throughout the school day and during the after school
7 program hours. Facilitate ongoing communication throughout the school year by providing nutrition
8 education resources and maintain support for healthy school/after school campaigns.

9 F. CONTRACTOR shall recruit a minimum of «G_NO_SCH_SITE» school and
10 «G_NO_AFT_SCH_SITE» after school sites ~~for Period One and a minimum of «G_NO_SCH_SITE2»~~
11 ~~school and «G_NO_AFT_SCH_SITE2» after school sites for Period Two.~~ Assign staff to each site to
12 assist in the scheduling and training of teachers and after school staff on Network nutrition education
13 interventions, campaigns and resources.

14 G. CONTRACTOR shall provide participating sites with ADMINISTRATOR approved posters,
15 recipes, materials and food supplies to conduct nutrition education and tasting demonstrations for youth
16 at least six times per year.

17 H. CONTRACTOR shall conduct a healthy school and/or after school assessment of each school or
18 after school site, using assessment tools provided by the ADMINSTRATOR, and compile a
19 comprehensive report.

20 I. CONTRACTOR shall provide a minimum of two (2) ADMINISTRATOR approved trainings
21 for teachers, after school staff and other personnel conducting nutrition education and obesity prevention
22 interventions. Teachers and after school leaders can apply the knowledge training to the students. Some
23 topics may include the following:

24 1. Orientation to the Network-OC program, results of the school assessment and School
25 Wellness Policy, including information on new policies;

26 2. Utilizing Harvest of the Month and Farmer of the Month materials in the classroom, after
27 school program, parent education, and the cafeteria such as posters, displays, Farm to School/Harvest of
28 the Month workbooks, etc.

29 3. Information on promotion of evidence-based physical activity programs and how they can
30 be linked with nutrition education, such as Sports, Play and Active Recreation for Kids (SPARK) and
31 Coordinated Approach to Child Health (CATCH).

32 4. Creating a healthy school environment such as health school parties, not using food for
33 rewards, modeling healthy eating behaviors, etc.

34 5. Effective nutrition education resources and strategies including but not limited to: Harvest
35 of the Month, Rethink Your Drink, Children's Power Play Campaign materials, garden-based nutrition
36 education, integrating physical activity, food safety, and how to conduct cooking classes and food
37 demonstrations. Model teaching strategies, lessons and share best practices.

1 J. CONTRACTOR shall develop and maintain a tracking system to collect data on the nutrition
 2 education and obesity prevention activities at each site. Ensure site activities reach a minimum of
 3 «G_NO_YOUTH» of youth and «G_NO_PARENTS2» of parents ~~for Period One and a minimum of~~
 4 ~~«G_NO_YOUTH2» of youth and «G_NO_PARENTS3» of parents for Period Two.~~ Note: Nutrition
 5 education classes/events should be conducted and reported in Project 1, 2 or 3.

6 K. CONTRACTOR shall attend school and after school events, such as Back to School nights,
 7 Open House, health fairs, PTA meetings, etc. Inform and engage parents in classroom and after school
 8 nutrition education and obesity prevention interventions and campaigns and provide results of the
 9 healthy school assessment.

10 L. CONTRACTOR shall provide technical support to classroom teachers, child nutrition
 11 personnel, administrators and others on school wellness policy updates that support the nutrition
 12 education and obesity prevention messages.

13 M. CONTRACTOR shall conduct an evaluation using an ADMINISTRATOR approved survey
 14 tool completed by school/after school administrators and teachers. Determine the effectiveness of
 15 trainings, resources and tools provided and applicable usage to classroom teaching, assessing challenges,
 16 successes and soliciting topics for next year's trainings.

17 N. CONTRACTOR shall at school and after school sites, collaborate and coordinate with school
 18 administration, teachers, school wellness committee, parent organizations, after school administrators,
 19 School Nutrition Program (food service) and community partners. Promote implementation of the
 20 following strategies to increase access and consumption of healthy foods which may include wellness
 21 policy updates:

22 1. Actively engage local farmers and growers to establish a Farm to School program and
 23 provide Harvest of the Month produce items in the school cafeterias.

24 2. Develop a school gardening project that includes garden-based nutrition education.

25 3. Provide information and training to school food service and schools on how to make use of
 26 garden grown produce in school cafeterias.

27 4. Support implementation of salad bars at school sites.

28 5. Support implementation of healthy food procurement policies in vending machines,
 29 fundraiser activities, school events.

30 6. Encourage participation in the Child and Adult Care Food program (CACFP) snack and
 31 meals programs to after school sites.

32 7. Promote implementation of healthy food and beverage standards for competitive foods at
 33 school and after school sites.

34 8. Encourage implementation of marketing strategies to increase healthier food selection and
 35 consumption.

36 O. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify units of
 37 service, timelines and training requirements specified in the Services Paragraph of this Exhibit G to the

1 Agreement.

3 **III. BUDGET**

4 A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in Exhibit B
 5 to the Agreement and the following budgets, which are set forth for informational purposes only and
 6 may be adjusted by mutual agreement, in writing, of ADMINISTRATOR and CONTRACTOR.

	PERIOD ONE	PERIOD TWO
9 ADMINISTRATIVE COSTS		
10 Salaries		\$(G_2AD_SAL)
11	\$(G_1AD_SAL)	
12 Benefits	\$(G_1AD_BEN)	\$(G_2AD_BEN)
13 Services and Supplies	\$(G_1AD_BEN)	\$(G_2AD_BEN)
14 Subcontracts	\$(G_1AD_SUBC)	\$(G_2AD_SUBC)
15		
16 Indirect Costs	\$(G_1AD_IC)	\$(G_2AD_IC)
17 SUBTOTAL	\$(G_1AD_SUB)	\$(G_2AD_SUB)
18 ADMINISTRATIVE COSTS	T	T
19		
20 PROGRAM COSTS		
21 Salaries	\$(G_1PGM_SA)	\$(G_2PGM_SA)
22	L	L
23 Benefits	\$(G_1PGM_BEN)	\$(G_2PGM_BEN)
24		
25 Services and Supplies	\$(G_1PGM_SS)	\$(G_2PGM_SS)
26 Subcontracts	\$(G_1PGM_SUBC)	\$(G_2PGM_SUBC)
27		
28 SUBTOTAL PROGRAM	\$(G_1PGM_SUB)	\$(G_2PGM_SUB)
29 COSTS	T	T
30		
31 TOTAL GROSS COSTS	\$(G1_TTL_GC)	\$(G2_TTL_GC)
32		
33 LOCAL SUPPORT SOURCE		
34	\$(G1_LSS)	\$(G1_REV)
35		\$(G2_REV)
36		
37		

1 TOTAL MAXIMUM \$«G1_MAXOB» ~~«G2_MAXOB»~~
 2 OBLIGATION

3
 4 B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds
 5 between budgeted line items, for the purpose of meeting specific program needs or for providing
 6 continuity of care to its consumers, by utilizing a Budget/Staffing Modification Request form provided
 7 by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing
 8 Modification Request to ADMINISTRATOR for consideration, in advance, which will include a
 9 justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and
 10 the sustaining annual impact of the shift as may be applicable to the current contract period and/or future
 11 contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification
 12 Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of
 13 CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing
 14 Modification Request(s) may result in disallowance of those costs.

15 C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget
 16 Paragraph of this Exhibit G to the Agreement.

17
 18 **IV. STAFFING**

19 A. CONTRACTOR shall, at a minimum, provide the following paid staff expressed in Full Time
 20 Equivalent (FTEs), for period one and two, which shall be equal to an average of forty (40) hours
 21 worked per week:

22
 23 ADMINISTRATIVE STAFF

FTEs

24 «G_AD_POS_1»

«G_AD_FTE_1»

25 «G_AD_POS_2»

«G_AD_FTE_2»

26 «G_AD_POS_3»

«G_AD_FTE_3»

27 «G_AD_POS_4»

«G_AD_FTE_4»

28 «G_AD_POS_5»

«G_AD_FTE_5»

29 «G_AD_POS_6»

«G AD FTE 6»

30 ~~«G_AD_POS_7»~~

~~«G_AD_FTE_7»~~

31 ~~«G_AD_POS_8»~~

~~«G_AD_FTE_8»~~

32 SUBTOTAL FTEs

«G_AD_FTE_SUB»

33
 34 PROGRAM STAFF

35 «G_PGM_POS_1»

«G_PGM_FTE_1»

36 «G_PGM_POS_2»

«G_PGM_FTE_2»

37 «G_PGM_POS_3»

«G_PGM_FTE_3»

1	«G_PGM_POS_4»	«G_PGM_FTE_4»
2	«G_PGM_POS_5»	«G_PGM_FTE_5»
3	«G_PGM_POS_6»	«G_PGM_FTE_6»
4	«G_PGM_POS_7»	«G_PGM_FTE_7»
5	«G_PGM_POS_8»	«G_PGM_FTE_8»
6	SUBTOTAL FTEs	«G_PGM_FTE_SUB»
7		
8	TOTAL FTEs	«G_FTE_TTL»
9		

10 B. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of
 11 any staffing vacancies that occur during the term of the Agreement.

12 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) days in
 13 advance, of any new staffing changes; including promotions, temporary FTE changes and internal or
 14 external temporary staffing assignment requests that occur during the term of the Agreement.

15 D. CONTRACTOR shall ensure that administrative and programmatic staffing is sufficient to
 16 support the performance of services pursuant to the Agreement.

17 E. CONTRACTOR shall maintain a time allocation system that will document the amounts
 18 charged to grant-supported projects for personnel services to ensure that staff is providing services under
 19 this Agreement based on the FTEs noted above. CONTRACTOR shall submit a monthly time and
 20 effort report, in a format approved or provided by ADMINISTRATOR, representing actual work
 21 performed by the employee during the covered period.

22 F. CONTRACTOR may augment the above paid staff with volunteers. CONTRACTOR shall
 23 provide supervision to volunteers as specified in the respective job descriptions or work contracts.

24 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 25 Staffing Paragraph of this Exhibit G to the Agreement.

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EXHIBIT H
 TO AGREEMENT FOR PROVISION OF
 NUTRITION SERVICES/~~NETWORK FOR A HEALTHY~~NUTRITION EDUCATION AND
~~CALIFORNIA—ORANGE COUNTY~~
OBESITY PREVENTION (NEOP) PROGRAM SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 «UC_NAME» «UC_DBA»
 OCTOBER 1, ~~2013~~2015 THROUGH SEPTEMBER 30, ~~2015~~2016

I. SERVICES TO BE PROVIDED

CONTRACTOR agrees to provide ADMINISTRATOR approved Youth Engagement services as identified in Exhibit A to the Agreement, and shall provide said services in accordance with Paragraph II. below.

II. YOUTH ENGAGEMENT SERVICES

A. CONTRACTOR shall conduct a youth engagement (YE) project with SNAP-Ed eligible youth ages twelve (12) through eighteen (18) years by recruiting at least «H_NO_TEAMS» team(s) ~~for Period One and at least «H_NO_TEAMS2» team(s) for Period Two~~ to engage in leadership, critical thinking, problem solving and community-based research to address an identified issue related to consumption and access to healthy foods/beverages and physical activity opportunities in their environment and implement solutions applying public health approaches.

B. CONTRACTOR shall recruit an adult ally to lead the YE project and participate in all related Network-sponsored webinars, conference calls and in-person trainings offered by the State.

C. CONTRACTOR shall have adult ally recruits youth and forms team(s) with a minimum of six (6) youth each. Collect parent permission slips and photo release forms.

D. CONTRACTOR shall provide orientation to members of the youth team. Provide at least three nutrition education classes that include may include basic nutrition, importance of physical activity, taste testing; these classes may be done by ADMINISTRATOR or an ADMINISTRATOR approved partner. Provide an overview of youth-led participatory action research and youth development principles.

E. CONTRACTOR's adult ally will meet with and guide the youth team through the process of conducting youth-led projects. The team will:

1. Select the issue(s) to research.
2. Create a research tool and plan (tool can be a survey, Photo Voice or Video Voice project, interview, etc.).
3. Gather information/data using the tool and analyze the data. Identify public health

1 approaches to reach solutions.

2 4. Prepare presentations/reports on research findings for key stakeholders, such as
3 administrators, PTA, school staff, community and city agencies.

4 5. Conduct presentations to key stakeholders in order to bring about necessary
5 changes/improvements.

6 6. Document any changes in system or policy based on the project.

7 7. Conduct nutrition education and awareness activities to peers, family members and the
8 qualifying community to advance solutions.

9 8. Additional technical assistance, training and support will be provided as needed by the

10 ADMINISTRATOR

11 F. CONTRACTOR's adult ally and youth leaders will participate in annual statewide or regional
12 youth forum/meetings offered by the ADMINISTRATOR in order to share information with peers and
13 strengthen skills related to youth-led participatory action research, public speaking skills, etc., in relation
14 to nutrition education and obesity prevention.

15 G. CONTRACTOR's adult ally will re-engage/recruit a new team(s) of youth, as well as include
16 any continuing youth leaders interested, in the process under Activities C, D and E as outlined above, to
17 conduct the project again with a new team of youth and examine a new issue.

18 H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify units of
19 service, timelines and training requirements specified in the Services Paragraph of this Exhibit H to the
20 Agreement.

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III. BUDGET

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in Exhibit B to the Agreement and the following budgets, which are set forth for informational purposes only and may be adjusted by mutual agreement, in writing, of ADMINISTRATOR and CONTRACTOR.

	PERIOD ONE	PERIOD TWO
ADMINISTRATIVE COSTS		
Salaries	\$«H_1AD_SAL»	\$«H_2AD_SAL»
	»	»
Benefits	«H_1AD_BEN»	«H_2AD_BEN»
	»	»
Services and Supplies	«H_1AD_SS»	«H_2AD_SS»
Subcontracts	«H_1AD_SUBC»	«H_2AD_SUBC»
	»	»
Indirect Costs	«H_1AD_IC»	«H_2AD_IC»
SUBTOTAL	\$«H_1AD_SUBT»	\$«H_2AD_SUBT»
ADMINISTRATIVE COSTS	T»	BT»
PROGRAM COSTS		
Salaries	\$«H_1PGM_SAL»	\$«H_2PGM_SAL»
	L»	AL»
Benefits	«H_1PGM_BEN»	«H_2PGM_BEN»
	»	»
Services and Supplies	«H_1PGM_SS»	«H_2PGM_SS»
Subcontracts	«H_1PGM_SUBC»	«H_2PGM_SUBC»
	C»	BC»
SUBTOTAL PROGRAM COSTS	\$«H_1PGM_SUBT»	\$«H_2PGM_SUBT»
COSTS	BT»	UBT»
TOTAL GROSS COSTS	\$«H1_TTL_GC»	\$«H2_TTL_GC»
LOCAL SUPPORT SOURCE		
—«H_LSS»	\$«H1_REV»	\$«H2_REV»
TOTAL LOCAL SUPPORT SOURCE	\$«H1_REV_TL»	\$«H2_REV_TL»

TOTAL MAXIMUM OBLIGATION \$«H1_MAXOB» \$«H2_MAXOB»

B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds between budgeted line items, for the purpose of meeting specific program needs or for providing continuity of care to its consumers, by utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which will include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current contract period and/or future contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds between budgeted line items, for the purpose of meeting specific program needs or for providing continuity of care to its consumers, by utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which will include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current contract period and/or future contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget Paragraph of this Exhibit H to the Agreement.

IV. STAFFING

A. CONTRACTOR shall, at a minimum, provide the following paid staff expressed in Full Time Equivalents (FTEs), for period one and two, which shall be equal to an average of forty (40) hours worked per week:

Table with 2 columns: ADMINISTRATIVE STAFF and FTEs. Rows include <H_AD_POS_1>, <H_AD_POS_2>, <H_AD_FTE_1>, and <H_AD_FTE_2>.

1	«H_AD_POS_3»	«H_AD_FTE_3»
2	«H_AD_POS_4»	«H_AD_FTE_4»
3	«H_AD_POS_5»	«H_AD_FTE_5»
4	«H_AD_POS_6»	«H AD FTE 6»
5	«H_AD_POS_7»	«H_AD_FTE_7»
6	«H_AD_POS_8»	«H_AD_FTE_8»
7	SUBTOTAL FTEs	«H_AD_FTE_SUB»
8		
9	PROGRAM STAFF	
10	«H_PGM_POS_1»	«H_PGM_FTE_1»
11	«H_PGM_POS_2»	«H_PGM_FTE_2»
12	«H_PGM_POS_3»	«H_PGM_FTE_3»
13	«H_PGM_POS_4»	«H_PGM_FTE_4»
14	«H_PGM_POS_5»	«H_PGM_FTE_5»
15	«H_PGM_POS_6»	«H_PGM_FTE_6»
16	«H_PGM_POS_7»	«H_PGM_FTE_7»
17	«H_PGM_POS_8»	«H_PGM_FTE_8»
18	SUBTOTAL FTEs	«H_PGM_FTE_SUB»
19		
20	TOTAL FTEs	«H_FTE_TTL»

22 B. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of
 23 any staffing vacancies that occur during the term of the Agreement.

24 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) days in
 25 advance, of any new staffing changes; including promotions, temporary FTE changes and internal or
 26 external temporary staffing assignment requests that occur during the term of the Agreement.

27 D. CONTRACTOR shall ensure that administrative and programmatic staffing is sufficient to
 28 support the performance of services pursuant to the Agreement.

29 E. CONTRACTOR shall maintain a time allocation system that will document the amounts
 30 charged to grant-supported projects for personnel services to ensure that staff is providing services under
 31 this Agreement based on the FTEs noted above. CONTRACTOR shall submit a monthly time and
 32 effort report, in a format approved or provided by ADMINISTRATOR, representing actual work
 33 performed by the employee during the covered period.

34 F. CONTRACTOR may augment the above paid staff with volunteers. CONTRACTOR shall
 35 provide supervision to volunteers as specified in the respective job descriptions or work contracts.

36 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 37 Staffing Paragraph of this Exhibit H to the Agreement.

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EXHIBIT I
~~TO AGREEMENT FOR PROVISION OF~~
NUTRITION SERVICES/~~NETWORK FOR A HEALTHY~~
~~CALIFORNIA—ORANGE COUNTY~~
NUTRITION EDUCATION BETWEEN
COUNTY OF ~~ORANGE~~
AND
OBESITY PREVENTION (NEOP) PROGRAM SERVICES
BETWEEN
COUNTY OF ORANGE
AND
«UC_NAME» «UC_DBA»
~~«UC_NAME» «UC_DBA»~~
OCTOBER ~~15, 2013~~ 1, 2015 THROUGH SEPTEMBER 30, ~~2015~~ 2016

I. SERVICES TO BE PROVIDED

CONTRACTOR agrees to provide ADMINISTRATOR approved Early Childhood Development services as identified in Exhibit A to the Agreement, and shall provide said services in accordance with Paragraph II. below.

II. EARLY CHILDHOOD DEVELOPMENT SERVICES

A. CONTRACTOR shall provide training and technical assistance to qualifying licensed early-childhood care and education sites to facilitate nutrition education and obesity prevention strategies that will result in healthy site changes.

B. CONTRACTOR shall reach a minimum of «I_NO_CHILDREN» children ages birth to five years and their families by developing partnerships and providing training and technical assistance to at least «I_NO_Q_ECC_EDS» of qualifying early-childhood care and education sites ~~for Period One and a minimum of «I_NO_CHILDREN2» children ages birth to five years and their families by developing partnerships and providing training and technical assistance to at least «I_NO_Q_ECC_EDS2» of qualifying early-childhood care and education sites for Period Two~~ to facilitate nutrition education and obesity prevention strategies resulting in healthy site changes.

C. CONTRACTOR shall attend ADMINISTRATOR sponsored trainings specific to early childhood settings regarding resources, strategies and public health approaches.

D. CONTRACTOR shall in conjunction with ADMINISTRATOR, maintain ongoing outcomes-focused coordination and frequent communication with organizations serving young children and their families such as:

1. Women, Infants and Children (WIC) Programs;

2. Child and Adult Care Food Program (CACFP);
3. Child Care Resource and Referral Agencies (R & Rs);
4. Children and Families Commission;
5. Orange County Department of Education; and
6. Orange County SSA/Child Care Licensing.

E. CONTRACTOR shall identify a minimum of «I_NO_Q_ECC_EDS_3» qualifying early childhood care and education sites ~~for Period One and a minimum of «I_NO_Q_ECC_EDS_4» qualifying early childhood care and education sites for Period Two.~~ Assist site staff in conducting a self-assessment with the ADMINISTRATOR approved tool and determine potential nutrition education and obesity prevention strategies and health site changes; parents should be engaged as appropriate.

F. CONTRACTOR shall compile materials and provide training for early childhood care and education sites. Training should include existing tools and Network/USDA approved nutrition education materials and at a minimum cover the following topics:

1. Nutrition and physical activity (PA) self-assessment.
2. Healthy nutrition and PA site policy development.
3. Nutrition education and PA promotion for young children (basic nutrition, how to conduct a lesson, how to integrate nutrition into other content, etc.).
4. Nutrition education and PA promotion for the parents of young children (basic nutrition, how to conduct a lesson, etc.).
5. How to implement healthy food demonstrations or taste tests.
6. Engaging parents in healthy eating and active living decision-making processes (e.g. parent advisory boards, parent/peer advocate organizations).
7. Evaluation basics.

G. CONTRACTOR shall work with trained sites to create or update healthy site changes based on the assessments and parent engagement processes. Site change strategies may include:

1. Actively engage in Farm to Fork strategies and healthy procurement efforts that result in serving more seasonal fresh fruits and vegetables at snack and meal times.
2. Ensure fresh drinking water is available to children during the entire day.
3. Ensure foods and beverages provided to children adhere to the Dietary Guidelines and promote the acceptance of a variety of foods.
4. Establish, implement and maintain written guidelines for healthy celebrations and for food delivered on site by families.
5. Establish, implement and maintain procedures for engaging children in at least sixty (60) minutes of daily physical activity

H. CONTRACTOR shall conduct a minimum of «I_NO_NEC» nutrition education classes ~~for Period One and a minimum of «I_NO_NEC2» nutrition education classes for Period Two~~ that are linguistically and culturally appropriate to reach a minimum of «I_NO_IND» SNAP-Ed eligible

1 individuals ~~for Period One and~~ ~~«I_NO_IND2» SNAP-Ed eligible individuals for Period Two.~~ Collect
 2 and record participant data cards or other participant qualifying information.

3 I. CONTRACTOR shall implement and maintain a system for tracking and collecting accurate
 4 information on the numbers and types of healthy site changes (including but not limited to, the location
 5 where the healthy changes have been implemented, population impacted by the changes, dates the
 6 changes became effective and any plans for additional changes, etc.).

7 J. CONTRACTOR shall provide ongoing technical assistance, including modeling classes,
 8 provide resources, materials, guest speakers, etc., and tracking support to trained sites. Sites will revise
 9 healthy site change strategies as appropriate.

10 K. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify units of
 11 service, timelines and training requirements specified in the Services Paragraph of this Exhibit I to the
 12 Agreement.

13
 14 **III. BUDGET**

15 A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in Exhibit B
 16 to the Agreement and the following budgets, which are set forth for informational purposes only and
 17 may be adjusted by mutual agreement, in writing, of ADMINISTRATOR and CONTRACTOR.

	PERIOD ONE	PERIOD TWO
18		
19		
20 ADMINISTRATIVE COSTS		
21 Salaries	\$«I_1AD_SAL»	\$«I_2AD_SAL»
22 Benefits	«I_1AD_BEN»	«I_2AD_BEN»
23 Services and Supplies	«I_1AD_SS»	«I_2AD_SS»
24 Subcontracts	«I_1AD_SUBC»	«I_2AD_SUBC
25		»
26 Indirect Costs	«I_1AD_IC»	«I_2AD_IC»
27 SUBTOTAL ADMINISTRATIVE	\$«I_1AD_SUBT»	\$«I_2AD_SUB
28 COSTS		T»
29		
30 PROGRAM COSTS		
31 Salaries	\$«I_1PGM_SAL»	\$«I_2PGM_SA
32		L»
33 Benefits	«I_1PGM_BEN»	«I_2PGM_BE
34		N»
35 Services and Supplies	«I_1PGM_SS»	«I_2PGM_SS»
36 Subcontracts	«I_1PGM_SUBC»	«I_2PGM_SUB
37		C»

1	SUBTOTAL PROGRAM COSTS	\$«I_1PGM_SUBT	\$«I_2PGM_SU
2		»	BT»
3			
4	TOTAL GROSS COSTS	\$«I1_TTL_GC»	\$«I2_TTL_GC»
5			
6	<u>TOTAL MAXIMUM OBLIGATION</u>	<u>\$«I1_MAXOB»</u>	

B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds between budgeted line items, for the purpose of meeting specific program needs or for providing continuity of care to its consumers, by utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which will include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current contract period and/or future contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

20	LOCAL SUPPORT SOURCE		
21	—«I1_LSS»	\$«I1_REV»	\$«I2_REV»
22	TOTAL LOCAL SUPPORT SOURCE	\$«I1_REV_TTL»	\$«I2_REV_TTL»
23			
24	TOTAL MAXIMUM OBLIGATION	\$«I1_MAXOB»	\$«I2_MAXOB»

B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds between budgeted line items, for the purpose of meeting specific program needs or for providing continuity of care to its consumers, by utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which will include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current contract period and/or future contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget

Paragraph of this Exhibit I to the Agreement.

IV. STAFFING

A. CONTRACTOR shall, at a minimum, provide the following paid staff expressed in Full Time Equivalents (FTEs), for period one and two, which shall be equal to an average of forty (40) hours worked per week:

ADMINISTRATIVE STAFF

FTEs

«I_AD_POS_1»

«I_AD_FTE_1»

«I_AD_POS_2»

«I_AD_FTE_2»

«I_AD_POS_3»

«I_AD_FTE_3»

«I_AD_POS_4»

«I_AD_FTE_4»

«I_AD_POS_5»

«I_AD_FTE_5»

«I_AD_POS_6»

«I AD FTE 6»

~~«I_AD_POS_7»~~

~~«I_AD_FTE_7»~~

~~«I_AD_POS_8»~~

~~«I_AD_FTE_8»~~

SUBTOTAL FTEs

«I_AD_FTE_SUB»

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PROGRAM STAFF

FTEs

«I_PGM_POS_1»

«I_PGM_FTE_1»

«I_PGM_POS_2»

«I_PGM_FTE_2»

«I_PGM_POS_3»

«I_PGM_FTE_3»

«I_PGM_POS_4»

«I_PGM_FTE_4»

«I_PGM_POS_5»

«I_PGM_FTE_5»

«I_PGM_POS_6»

«I_PGM_FTE_6»

«I_PGM_POS_7»

«I_PGM_FTE_7»

«I_PGM_POS_8»

«I_PGM_FTE_8»

SUBTOTAL FTEs

«I_PGM_FTE_SUB»

TOTAL FTEs

«I_FTE_TTL»

B. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of any staffing vacancies that occur during the term of the Agreement.

C. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) days in advance, of any new staffing changes; including promotions, temporary FTE changes and internal or external temporary staffing assignment requests that occur during the term of the Agreement.

1 D. CONTRACTOR shall ensure that administrative and programmatic staffing is sufficient to
2 support the performance of services pursuant to the Agreement.

3 E. CONTRACTOR shall maintain a time allocation system that will document the amounts
4 charged to grant-supported projects for personnel services to ensure that staff is providing services under
5 this Agreement based on the FTEs noted above. CONTRACTOR shall submit a monthly time and
6 effort report, in a format approved or provided by ADMINISTRATOR, representing actual work
7 performed by the employee during the covered period.

8 F. CONTRACTOR may augment the above paid staff with volunteers. CONTRACTOR shall
9 provide supervision to volunteers as specified in the respective job descriptions or work contracts.

10 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
11 Staffing Paragraph of this Exhibit I to the Agreement.

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1 EXHIBIT J
 2 TO AGREEMENT FOR PROVISION OF
 3 NUTRITION SERVICES/~~NETWORK FOR A HEALTHY~~NUTRITION EDUCATION AND
 4 ~~CALIFORNIA—ORANGE COUNTY~~
 5 OBESITY PREVENTION (NEOP) PROGRAM SERVICES

6 BETWEEN
 7 COUNTY OF ORANGE
 8 AND

9 «UC_PROVIDER_NAME»

10 OCTOBER ~~15, 2013~~1, 2015 THROUGH SEPTEMBER 30, ~~2015~~2016

11
 12 **I. SERVICES TO BE PROVIDED**

13 CONTRACTOR agrees to provide ADMINISTRATOR approved Faith Based services as identified
 14 in Exhibit A to the Agreement, and shall provide said services in accordance with Paragraph II. below.

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 16 **II. FAITH BASED SERVICES**

17 A. CONTRACTOR shall engage faith-based sites to implement the State’s Body and Soul
 18 Program and/or culturally relevant nutrition education and physical activity promotion to reach
 19 SNAP-Ed-eligible individuals, and to influence organizational and systems changes in the faith-based
 20 community.

21 B. CONTRACTOR shall engage a minimum of «J_NO_FBS_IBSP» faith-based sites to implement
 22 the Body and Soul program and/or culturally relevant nutrition education and physical activity
 23 promotion to reach «J_NO_SEE_IND_IOSC» SNAP-Ed-eligible individuals ~~for Period One and a~~
 24 ~~minimum of «J_NO_FBS_IBSP2» faith-based sites to implement the Body and Soul program and/or~~
 25 ~~culturally relevant nutrition education and physical activity promotion to reach~~
 26 ~~«J_NO_SEE_IND_IOSC2» SNAP Ed eligible individuals for Period Two~~ to influence organizational
 27 and systems changes in the faith-based community.

28 C. CONTRACTOR shall attend all required ADMINISTRATOR trainings on how to engage
 29 faith-based leaders and implement and track Body and Soul program and complementary nutrition
 30 education components. Trainings may include a minimum of two webinars providing updates,
 31 evidence-based practices and showcasing successful faith-based interventions.

32 D. CONTRACTOR shall recruit qualifying faith-based sites and encourage leadership to support
 33 the program. Include key members and groups to increase participation in the program.

34 E. CONTRACTOR shall train «J_NO_FBS_CNDT_INTRVN» faith-based sites ~~for Period One~~
 35 ~~and train «J_NO_FBS_CNDT_INTRVN2» faith-based sites for Period Two~~ to conduct interventions
 36 using the Body and Soul Program, Toolbox for Community Educators, Health Ministry Guide or other
 37 Network resources. Provide technical assistance and support to the sites. Ensure the efficient and

1 effective delivery of the comprehensive program. Reach a minimum of «J_NO_SEE_IND_NTN_ED»
2 SNAP-Ed eligible individuals with nutrition education ~~for Period One and a minimum of~~
3 ~~«J_NO_SEE_IND_NTN_ED2» SNAP-Ed eligible individuals with nutrition education for Period Two.~~

4 F. CONTRACTOR shall provide technical support to faith-based site members. Help the site
5 conduct assessments of foods prepared and sold at site events and walkability assessments using
6 ADMINISTRATOR tools. Use assessment results to develop strategies for improving the quality of
7 foods served at site functions and events and increasing physical activity opportunities. Strategies may
8 include:

- 9 1. Implement and promote healthier fundraisers, such as healthy food items, jog-a-thons,
10 dance-a-thons, fruit stands, etc.
- 11 2. Implement cooking classes referencing the Network-OC cookbooks.
- 12 3. Include nutrition education and physical activity promotion in children’s programs and
13 youth meetings.
- 14 4. Actively engage in Farm to Fork initiatives to increase fruit and vegetable consumption
15 which may include hosting farmers markets on site or using local fresh ingredients in site food
16 preparations.

17 G. CONTRACTOR shall provide technical assistance to the site based on the results of the
18 assessments conducted in Subparagraph E. Support the site leadership in efforts to advance, implement
19 and promote healthy environmental changes at the faith-based site, such as:

- 20 1. Create an overarching healthy food and beverage policy for site celebrations and meetings.
21 Ensure healthy foods and beverages are provided and limit choices high in fat, sugar and sodium.
- 22 2. Initiate a community garden at the site.
- 23 3. Initiate ongoing walking clubs for site members. Pursue and establish joint-use agreements
24 with city-schools to create opportunities for increased community physical activity.
- 25 4. Develop a healthy donation and distribution policy for sites operating food pantries or food
26 closets.

27 H. CONTRACTOR shall engage faith-based leadership in the County Nutrition Action Plan
28 (CNAP), other faith-based work and neighborhood organizations and schools to support and advance
29 healthy changes.

30 I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify units of
31 service, timelines and training requirements specified in the Services Paragraph of this Exhibit J to the
32 Agreement.

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III. BUDGET

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in Exhibit B to the Agreement and the following budgets, which are set forth for informational purposes only and may be adjusted by mutual agreement, in writing, of ADMINISTRATOR and CONTRACTOR.

PERIOD ONE

ADMINISTRATIVE COSTS

Salaries \$«J 1AD_SAL»

Benefits «J 1AD_BEN»

Services and Supplies «J 1AD_SS»

Subcontracts «J 1AD_SUBC»

Indirect Costs «J 1AD_IC»

SUBTOTAL ADMINISTRATIVE COSTS \$«J 1AD_SUBT»

PROGRAM COSTS

Salaries \$«J 1PGM_SAL»

Benefits «J 1PGM_BEN»

Services and Supplies «J 1PGM_SS»

Subcontracts «J 1PGM_SUBC»

SUBTOTAL PROGRAM COSTS \$«J 1PGM_SUBT»

TOTAL GROSS COSTS \$«J1 TTL_GC»

TOTAL MAXIMUM OBLIGATION \$«J1_MAXOB»

B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds between budgeted line items, for the purpose of meeting specific program needs or for providing continuity of care to its consumers, by utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which will include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current contract period and/or future contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

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III. BUDGET

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in Exhibit B to the Agreement and the following budgets, which are set forth for informational purposes only and may be adjusted by mutual agreement, in writing, of ADMINISTRATOR and CONTRACTOR.

	PERIOD ONE	PERIOD TWO
ADMINISTRATIVE COSTS		
Salaries	\$«J_1AD_SAL»	\$«J_2AD_SAL»
Benefits	«J_1AD_BEN»	«J_2AD_BEN»
Services and Supplies	«J_1AD_SS»	«J_2AD_SS»
Subcontracts	«J_1AD_SUBC»	«J_2AD_SUBC»
Indirect Costs	«J_1AD_IC»	«J_2AD_IC»
SUBTOTAL ADMINISTRATIVE COSTS	\$«J_1AD_SUBT»	\$«J_2AD_SUBT»
PROGRAM COSTS		
Salaries	\$«J_1PGM_SAL»	\$«J_2PGM_SAL»
Benefits	«J_1PGM_BEN»	«J_2PGM_BEN»
Services and Supplies	«J_1PGM_SS»	«J_2PGM_SS»
Subcontracts	«J_1PGM_SUBC»	«J_2PGM_SUBC»
SUBTOTAL PROGRAM COSTS	\$«J_1PGM_SUBT»	\$«J_2PGM_SUBT»
TOTAL GROSS COSTS	\$«J1_TTL_GC»	\$«J2_TTL_GC»
LOCAL SUPPORT SOURCE		
«J_LSS»	\$«J1_REV»	\$«J2_REV»
TOTAL LOCAL SUPPORT SOURCE	\$«J1_REV_TTL»	\$«J2_REV_TTL»
TOTAL MAXIMUM OBLIGATION	\$«J1_MAXOB»	\$«J2_MAXOB»

B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds between budgeted line items, for the purpose of meeting specific program needs or for providing continuity of care to its consumers, by utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which will include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current contract period and/or future contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification

Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget Paragraph of this Exhibit J to the Agreement.

IV. STAFFING

A. CONTRACTOR shall, at a minimum, provide the following paid staff expressed in Full Time Equivalents (FTEs), for period one and two, which shall be equal to an average of forty (40) hours worked per week:

ADMINISTRATIVE STAFF

FTEs

«J_AD_POS_1»

«J_AD_FTE_1»

«J_AD_POS_2»

«J_AD_FTE_2»

«J_AD_POS_3»

«J_AD_FTE_3»

«J_AD_POS_4»

«J_AD_FTE_4»

«J_AD_POS_5»

«J_AD_FTE_5»

«J_AD_POS_6»

«J_AD_FTE_6»

~~«J_AD_POS_7»~~

~~«J_AD_FTE_7»~~

~~«J_AD_POS_8»~~

~~«J_AD_FTE_8»~~

SUBTOTAL FTEs

«J_AD_FTE_SUB»

PROGRAM STAFF

«J_PGM_POS_1»

«J_PGM_FTE_1»

«J_PGM_POS_2»

«J_PGM_FTE_2»

«J_PGM_POS_3»

«J_PGM_FTE_3»

«J_PGM_POS_4»

«J_PGM_FTE_4»

«J_PGM_POS_5»

«J_PGM_FTE_5»

«J_PGM_POS_6»

«J_PGM_FTE_6»

«J_PGM_POS_7»

«J_PGM_FTE_7»

«J_PGM_POS_8»

«J_PGM_FTE_8»

SUBTOTAL FTEs

«J_PGM_FTE_SUB»

TOTAL FTEs

«J_FTE_TTL»

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1 B. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of
2 any staffing vacancies that occur during the term of the Agreement.

3 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) days in
4 advance, of any new staffing changes; including promotions, temporary FTE changes and internal or
5 external temporary staffing assignment requests that occur during the term of the Agreement.

6 D. CONTRACTOR shall ensure that administrative and programmatic staffing is sufficient to
7 support the performance of services pursuant to the Agreement.

8 E. CONTRACTOR shall maintain a time allocation system that will document the amounts
9 charged to grant-supported projects for personnel services to ensure that staff is providing services under
10 this Agreement based on the FTEs noted above. CONTRACTOR shall submit a monthly time and
11 effort report, in a format approved or provided by ADMINISTRATOR, representing actual work
12 performed by the employee during the covered period.

13 F. CONTRACTOR may augment the above paid staff with volunteers. CONTRACTOR shall
14 provide supervision to volunteers as specified in the respective job descriptions or work contracts.

15 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
16 Staffing Paragraph of this Exhibit J to the Agreement.

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