



**AMENDMENT NUMBER FOUR  
TO  
CONTRACT MA-012-23010452  
BETWEEN THE COUNTY OF ORANGE  
AND  
ORANGE COUNTY'S UNITED WAY DBA ORANGE COUNTY UNITED WAY  
FOR  
CALFRESH EXPANSION SERVICES**

This Amendment to Contract No. MA-012-23010452, hereinafter referred to as "Amendment Number Four" is made and entered into upon execution of all necessary signatures, effective as of July 1, 2023, and made and entered into between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County" and Orange County's United Way dba Orange County United Way, DUNS# 076064914, a non-profit corporation in the State of California, with a place of business at 18012 Mitchell South, Irvine, CA 92614-6008, hereinafter referred to as "Subrecipient," with County and Subrecipient sometimes referred to as "Party," or collectively as "Parties."

**RECITALS**

**WHEREAS**, County and People for Irvine Community Health dba 2-1-1 Orange County entered into Contract No. MA-012-23010452, hereinafter referred to as "original Contract," for CalFresh Expansion Services, commencing November 8, 2022 through September 30, 2023, in the amount not to exceed \$67,626; and

**WHEREAS**, People for Irvine Community Health dba 2-1-1 Orange County informed County that People for Irvine Community Health dba 2-1-1 Orange County desires to assign the Contract to Subrecipient; and

**WHEREAS**, Paragraph I. Assignment, of the Contract required County's express written consent to any assignment of the Contract; and

**WHEREAS**, County, Subrecipient, and People for Irvine Community Health dba 2-1-1 Orange County concurrently herewith entered into an Assignment, Assumption and Consent that assigns the Contract, and all rights, duties, and obligations thereunder, from People for Irvine Community Health dba 2-1-1 Orange County to Subrecipient, effective July 1, 2023; and

**WHEREAS**, on September 26, 2023, Parties executed Amendment Number One to update Subrecipient's name and certain obligations and information within the Contract as outlined below; and

**WHEREAS**, on September 28, 2023 Parties executed Amendment Number Two to increase Contract amount by \$67,626 under FY 23-24 for new cumulative Contract not to exceed amount of \$135,252; updated some Definitions; made minor modifications to Paragraph 46 and Paragraph 49; replaced Attachment A-Scope of Services; replaced Attachment B-Payment Compensation; replaced Attachment C-Budget Schedule; replaced Attachment D-Staffing Plan; replaced Attachment E-Performance Standards; replaced Attachment F-1, Federal Award Identification; and

**WHEREAS**, on June 20, 2024, Parties executed Amendment Number Three to extend Original Contract effective October 1, 2023 through September 30, 2024; increased Contract amount by \$7,374 under FY 23-24 for new cumulative Contract not to exceed amount of \$142,626; replaced Attachment A-1 Scope of Services; replaced Attachment B-2 Payment Compensation; replaced Attachment C-2 Budget Schedule; replaced Attachment D-1 Staffing Plan; replaced Attachment E-1 Performance Standards; replaced Attachment F-2, Federal Award Identification; and

**WHEREAS**, County now desires to renew original Contract for an additional one-year, effective October 1, 2024 through September 30, 2025; increase Contract amount by \$135,253 for FY 24-25 with a new cumulative Contract not to exceed amount of \$277,879; replace Attachment A-2, Scope of Services; replace Attachment B-2, Payment Compensation; replace Attachment C-2, Budget Schedule; replace Attachment D-2, Staffing Plan; replace Attachment E-2, Performance Standards; replace Attachment F-3, Federal Award Identification; and,

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

1. Contract is hereby renewed for additional one-year, effective October 1, 2024, through September 30, 2025.
2. Increase Original Contract amount by \$135,253, for a new cumulative Contract not to exceed amount of \$277,879.
3. Attachment A-2, Scope of Services, is hereby replaced with Attachment A-3.
4. Attachment B-2, Payment Compensation, is hereby replaced with Attachment B-3.
5. Attachment C-2, Budget Schedule, is hereby replaced with Attachment C-3.
6. Attachment D-2, Staffing Plan, is hereby replaced with Attachment D-3.
7. Attachment E-2, Performance Standards, is hereby replaced with Attachment E-3.
8. Attachment F-3, Federal Award Identification, is hereby replaced with Attachment F-4.

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

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

**\*ORANGE COUNTY'S UNITED WAY DBA ORANGE COUNTY UNITED WAY**

By: <u>Emilee Tello</u> <small>DocuSigned by: DAA4A4D855C4427...</small>	By: <u>Sue Parks</u> <small>DocuSigned by: F2ABBE2A335E480...</small>
Name: <u>Emilee Tello</u> (Print)	Name: <u>Sue Parks</u> (Print)
Title: <u>CFO</u>	Title: <u>President and CEO</u>
Dated: <u>7/15/2024</u>	Dated: <u>7/16/2024</u>

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

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

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**COUNTY OF ORANGE**

A Political Subdivision of the State of California

By: _____ Deputized Purchasing Agent OC Community Resources	Dated: _____
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**APPROVED AS TO FORM  
OFFICE OF THE COUNTY COUNSEL**

By: <u>John Cleveland</u> <small>DocuSigned by: 5D4C771D9368EE4E</small> DEPUTY COUNTY COUNSEL	Dated: <u>7/16/2024</u>
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## ATTACHMENT A-3

### I. **GENERAL REQUIREMENTS**

#### A. **Hours of Operation and Schedules**

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

Applicant must ensure that service delivery is available throughout the holiday seasons. Office closures are authorized only on County observed holidays. County holidays that fall on a Saturday will be observed on the preceding Friday.

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

The County reserves the right to set and modify hours of operation based on program demands that will most effectively serve the needs of its customers.

#### B. **Funding Requirements**

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

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

Additional Services. Subrecipient also shall provide the services listed below to Older Individuals to whom it provides the services described herein Attachment A with the consent of the Older Individual, or his or her representative, Subrecipient shall bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the Older Individual, or the household of the Older Individual, in imminent danger. Nothing in this paragraph shall be construed to limit Subrecipient's responsibilities for elder abuse reporting as set forth in this Contract.

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

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

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

1. Subrecipient shall keep true and accurate accounts, financial and statistical records, data, which shall correctly reflect the business transacted by Subrecipient in accordance with generally accepted accounting principles. This includes but are not limited to the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to OoA and CDA. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County or until an audit has occurred and an audit resolution has been reached. Storage of records in another County will require written approval from the County. Subrecipient shall reimburse County for all costs and expenses incurred by County and/or the State and U. S. government resulting from travel to a location outside of the County to inspect the records.
2. Records Retention. All accounting records and evidence pertaining to all costs of Subrecipient and all documents related to this Contract shall be kept available at Subrecipient's office or place of business for the duration of this Contract and thereafter for three (3) years after completion of an audit and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit and Risk Management Branch. Records which relate to: (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Contract; or (2) costs and expenses of this Contract to which County or any other governmental department takes exception, shall be retained beyond the three (3) years until final resolution or disposition of such appeals, litigation, claims, or exceptions. If Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in the Contract and are returned to OoA or transferred to another Subrecipient as instructed by OoA.
3. Liability. Subrecipient shall pay to County the full amount of County's liability to the State or Federal government or any department thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to Subrecipient's failure to perform under this Contract. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of OoA and/or CDA and is so stated in writing to Subrecipient.

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

1. Information Assets. Subrecipient shall have in place operational policies, procedures, and practices to protect State information assets including those assets used to store or access Personal Health Information (PHI), Personal Information (PI), and any information protected under the Health Insurance Portability and Accountability Act (HIPAA) (i.e., public, confidential, sensitive and/or personal information) as specified in the State Administrative Manual, Section 5300 to 5365.3; Cal. Gov. Code § 11019.9; DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum

## 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

Information assets may be in hard copy or electronic format and may include (but are not limited to):

1. Reports
  2. Notes
  3. Forms
  4. Computer, laptops, cellphones, printers, scanners
  5. Networks (LAN, WAN, WIFI) servers, switches, routers
  6. Storage media, hard drives, flash drives, cloud storage
  - b) Data, applications, databases
2. Encryption on Portable Computing Devices. Subrecipient is required to use 128-Bit encryption for PSCI data that is collected and stored under this Contract that is confidential, sensitive, and/or personal including data stored on all computing devices (including, but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including, but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).
  3. Disclosure.
    - a) Subrecipient shall ensure that all personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations, or policies.
    - b) Subrecipient shall protect from unauthorized disclosure confidential, sensitive and/or personal identifying information such as names and other identifying information, concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant.
    - c) "Personal Identifying information" shall include, but not be limited to: name; identifying number; social security number; state driver's license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voiceprint or a photograph.
    - d) Subrecipient shall not use the confidential, sensitive and/or personal identifying information in Section "iii" above for any purpose other than carrying out Subrecipient's obligations under this Contract. Subrecipient and its subcontractors are authorized to disclose and access identifying information for this purpose as required by OoA.
    - e) Subrecipient shall not, except as otherwise specifically authorized or required by this Contract or court order, disclose any identifying information obtained under the terms of this Contract to anyone other than County or CDA without prior written authorization from County or CDA. Subrecipient may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
    - f) Subrecipient may allow a participant to authorize the release of information to specific entities but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Subrecipient accept such blanket authorization from any participant.
  4. CDA Privacy and Information Security Awareness Training module located at

<https://www.aging.ca.gov/ProgramsProviders/#Resources> within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee or volunteer's employment and annually thereafter. Subrecipient must maintain certificates of completion on file and provide them to OoA and/or CDA upon request.

5. Health Insurance Portability and Accountability Act (HIPAA). Subrecipient agrees to comply with the privacy and security requirements of HIPAA.
6. Security Incident Reporting. A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost, or stolen. Subrecipient must comply with CDA's security incident reporting procedures located at [https://www.aging.ca.gov/Information\\_Security/Security\\_Incident\\_Reporting\\_Procedures/](https://www.aging.ca.gov/Information_Security/Security_Incident_Reporting_Procedures/)
7. Security Breach Notifications. Notice must be given by the Subrecipient to anyone whose confidential, sensitive and/or personal identifying information could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.
8. Software Maintenance. Subrecipient shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.
9. Electronic Backups. Subrecipient shall ensure that all electronic information is protected by performing regular backups of automated files and databases and ensure the availability of information assets for continued business. Subrecipient shall ensure that all data, files, and backup files are encrypted.

#### **E. Access**

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

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

1. Site inspection. Authorized County, State and federal representatives shall have the right to inspect work, program and service sites of Subrecipient during the term of this Contract at any time during normal business hours.
2. Evaluating, monitoring and assessing Subrecipient's performance. Authorized County, State and/or federal representatives shall have the right to monitor, assess and evaluate Subrecipient's performance pursuant to this Contract. Said monitoring, assessment and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, visits to participant worksites, and when applicable, inspection of food preparation sites.
3. Subrecipient cooperation. Subrecipient shall actively participate and cooperate with County, State and/or federal representatives in the monitoring, assessment and evaluation

processes, including making any program and any administrative staff (fiscal, etc.) available at the request of such representatives. Subrecipient shall also ensure timely and appropriate action on all deficiencies pertaining to the Federal programs detected through monitoring and on-site review. [CFR 45, 75.352].

4. Failure to comply. Failure by Subrecipient to meet the conditions necessary for an evaluation will be sufficient grounds for County to withhold and/or delay reimbursement or to terminate this Contract.

#### **G. Procurement**

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

#### **H. Property**

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



- and cellphones). Prior written approval from the County and CDA is needed for purchase of all computing devices, regardless of cost.
- c) All portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives) requires justification from Subrecipient. Prior written approval from the County and CDA is needed for purchase of all portable electronic storage media, regardless of cost, and must be included in the approved budget.
  - d) All new and previously acquired vehicles purchased with CDA funds (all or a portion of) must list the *County of Orange Office on Aging* as lienholder on the title of the vehicles.
3. Additions, improvements, and betterments to assets meeting all of the conditions in Section 2, above, must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
  4. Intangibles are property, which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
  5. Subrecipient shall keep track of property purchased with funds from this Contract and submit to County a Property Acquisition Form (CDA 9023), in electronic form, for all property furnished or purchased with funds awarded under the terms of this Contract, as instructed by County or CDA. Subrecipient shall certify their reported property inventory annually with the Closeout by completing the Program Inventory Certification (CDA 9024) to County unless otherwise directed by Administrator.
  6. Subrecipient shall record, at a minimum, the following information when property is acquired:
    - a) Date acquired
    - b) Item description (include model number)
    - c) CDA-issued tag number
    - d) Serial number (if applicable)
    - e) Purchase cost or other basis of valuation
    - f) Fund source
  7. Disposal of Property:
    - a) Prior to disposal of any property purchased with funds from this Contract or any predecessor Contract, Subrecipient must obtain approval from CDA for reportable property. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. Subrecipient shall email to County the electronic version of the Request to Dispose of Property (CDA 248). CDA will then instruct County on disposition of the property, and County will notify Subrecipient. Once approval for disposal has been received from CDA, and the County has reported to CDA the Property Survey Report's (STD 152) Certification of

- Disposition, the item(s) shall be removed from Subrecipient's inventory report. Property is not to be disposed of until both the CDA 248 and STD 152 have been approved by CDA. Subrecipient will be liable for repayment of purchase price of equipment if Subrecipient disposes of equipment without prior approval from CDA.
- b) Subrecipient must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.
8. Any loss, damage, or theft of equipment shall be investigated and fully documented. The Subrecipient shall promptly notify OoA and shall provide copies of investigative documentation and police reports as requested by OoA/CDA.
9. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Contract, unless otherwise required by federal law or regulations or as otherwise agreed by the Parties.
10. Subrecipient shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project and shall assume responsibility for replacement or repair of such property during the period of the project, or until Subrecipient has complied with all written instructions from County regarding the final disposition of the property.
11. In the event of Subrecipient's dissolution or upon termination of this Contract, Subrecipient shall provide a final property inventory to County. The State reserves the right to require Subrecipient to transfer such property to another entity or to the State.
12. To exercise the above right, no later than 120 days after termination of this Contract or notification of Subrecipient's dissolution, County will issue specific written disposition instructions to Subrecipient.
13. Subrecipient shall use the property for the purpose for which it was intended under the Contract. When no longer needed for that use, Subrecipient shall use it, if needed, and with written approval of County for other purposes in this order:
- a) Another CDA program providing the same or similar service
- b) Another CDA-funded program
14. Subrecipient may share use of the property and equipment or allow use by other programs, upon written approval from County. As a condition of the approval, County may require reimbursement under this Contract for its use.
15. Subrecipient shall not use equipment or supplies acquired under this Contract with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
16. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

## **I. General Regulations**

Subrecipient shall:

1. Adhere to 48 CFR 3.908, implementing section 828, entitled “Pilot Program for Enhancement of Contractor Whistleblower Protections,” of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013), as it applies to this Contract.
2. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the fifty (50) states, the District of Columbia, or a U.S. territory, or in a foreign county so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as “marriage,” “spouse,” “family,” “household member” or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health and Human Services’ (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. [USC 7 – Section 3 of the Defense of Marriage Act].
3. To ensure all data is collected for the unmet need as requested by the U.S. Legislature, Subrecipient must develop and implement a Wait List policy and procedure. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants’ placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait List.
4. Nondiscrimination

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

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

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

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

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

c. California Civil Rights Laws

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

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

- d. Subrecipient assures the OoA and State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC 12101 et seq.]
- e. Subrecipient agrees to include these requirements in all contracts it enters into with Subcontractors to provide services pursuant to this Contract.

5. Conflict of Interest

- a. Subrecipient shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of Subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the OoA and/or State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the OoA and/or State and such conflict may constitute grounds for termination of the Contract.
- b. This provision shall not be construed to prohibit employment of persons with whom the Subrecipient's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

6. Facility Construction or Repair

This section applies only to Title III funds and not to other funds allocated to other Titles under the Older Americans Act. Title III funds may be used for facility construction or repair.

- a. When applicable for purposes of construction or repair of facilities, the Subrecipient shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with Subcontractors:
- Copeland "Anti-Kickback" Act. [18 USC 874, 40 USC 3145]
  - Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]
  - Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]

- Executive Order 11246 of September 14, 1965, entitled “Equal Employment Opportunity” as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60]
- b. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner’s value of such property except where permitted by law and by OoA and CDA.
- c. When funding is provided for construction and non-construction activities, the Subrecipient must obtain prior written approval from OoA and CDA before making any fund or budget transfers between construction and non-construction.

#### **J. Expenditure of Funds**

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

This is not to be construed as limiting Subrecipient from paying any differences in costs, from funds other than those provided by this Contract, between CalHR rates and any rates Subrecipient is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CDA. [SCM 3.17.2.A(4)]

The County reserves the right to refuse payment to the Subrecipient or disallow costs for any expenditure, as determined by County and/or CDA to be: out of compliance with this Contract, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required, but was either not requested or not granted.

#### **K. Subcontractor**

Subrecipient shall:

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

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

## II. **General Program Requirements**

Subrecipient shall provide the services described in this Scope of Services to respond to the COVID-19 emergency and its negative economic impacts and provide the Older American Act activities and services described herein. Subrecipient shall adhere to the following requirements among others:

### A. **Program**

1. Provide and maintain written policies and procedures consistent with the requirements of the funding source and government laws and regulations.
2. Provide information on available services and resources for elderly clients and/or family caregivers.
3. Assure that all services funded under this Contract are coordinated with other programs and services in the community. The services funded under this Contract should not constitute duplication of services provided by other sources.
4. Work collaboratively with County, particularly the Office on Aging's Information and Assistance Call Center (I&A), to ensure that clients in need of services as provided via the Older Americans Act or Older Californians Act programs are provided referrals and assistance with accessing these services.
5. Maintain participant records to prevent data breaching and unauthorized client information disclosure. Ensure all participant records are kept and stored in a confidential manner.
6. Provide bilingual program material and services to the community. Subrecipient shall make every effort to offer bilingual program materials and services under CDA and County funded programs in the threshold languages identified by the County.
7. Identify and serve the targeted population and outreach to the low-income, at-risk minority population.
8. Provide a current copy of the Voluntary Contribution Letter as approved by the County. The approved Voluntary Contribution letter should not resemble an invoice.
9. Develop applicable program and intake forms that meet CDA requirements and submit to the County for review and approval within 30 days of contract execution.
10. Provide written policies and methods of implementation regarding income structure for all programs.
11. Conduct a participant satisfaction survey annually and tabulate results. County will provide survey templates with non-negotiable questions along with a survey results workbook. Additional questions to the survey must be approved prior to its use. The provider must keep the completed surveys and the tabulated results on file. Submit a copy of the completed Participant Satisfaction Survey Results Workbook to [OoADDataTeam@occr.ocgov.com](mailto:OoADDataTeam@occr.ocgov.com), along with a summary detailing a plan of action

addressing relevant concerns of participants in order to improve program services to County by May 31<sup>st</sup> of the fiscal year in which it is conducted.

12. Provide the County with a current and active DUNS Number and SAMS Unique Entity Identifier (UEI) prior to Contract execution.

**B. Elder Abuse Reporting**

1. Notify appropriate officials when cases of imminent danger including, but not limited to harm, abuse and/or neglect toward older adults and dependent adults are observed or reported.
2. Provide follow-up with the proper authorities for Elder Abuse reporting in order to ensure that all required paperwork and report details have been documented and submitted in a timely manner.
3. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under OAA § 721.

**C. Staffing and Organization**

1. Train and update internal staff on current policies and procedures regarding program operations, including procedures for operating contracted Older American Act programs.
2. Maintain and have available at the request of the County the following:
  1. Provide written job descriptions for each staff position. Each job description shall include position title, qualifications to hold the position, duties and responsibilities, lines of communication for supervision and reporting, salary range, and available benefits options.
  2. Provide the latest version of each program's organizational chart.
  3. Train and update internal staff on current policies and procedures regarding program operation, including procedures for operating all aspects of Older Americans Act programs.
  4. Provide written policy governing the use of volunteers, including a concise definition of volunteer responsibilities, recruitment, training and supervision.
  5. Maintain time sheets for employees and volunteers.
  6. Provide current copies of governing by-laws that contain Board member information, advisory members, committees and meeting schedules as required by the County, if applicable.
  7. Provide a current Board Agenda and Minutes as requested by the County, if applicable.
8. Provide a grievance process and policy for older adult and caregiver clients, employees and volunteers.

**D. Insurance**



1. Provide proof of Insurance coverage based on insurance requirements as indicated and required in the Contract and by County within a timely manner.

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

1. Develop an on-site Emergency Operations Plan.
2. Conduct annual training with staff and volunteers on the Emergency Operations Plan.
3. Ensure that staff are assigned and regularly trained on specific responsibilities during emergencies.
4. Conduct two (2) fire drills per year and provide copies of the fire drill roster to the County.
5. Ensure the health and safety of program participants by monitoring the expiration dates of food and water supplies and replacing when applicable to do so.
6. Maintain and have available at the request of the County:
  - a) Copy of the Emergency Operations Plan
  - b) Up-to-date inventory on disaster response supplies and equipment.
  - c) Current health inspection reports to the County, if applicable.
7. Ensure that the following applies to the staff and volunteer work environment:
  - a) All furniture, appliances and other freestanding objects are secured in the event of an emergency.
  - b) Gas and water shut-off valves are clearly marked and legible along with instructions/tools on how to operate the shut-off in cases of emergency.
  - c) Evacuation plan is posted in a highly visible location within the facility.
  - d) Supplies of food and water is stored in a specific location and available to each program participant in cases of emergency.
  - e) Flashlights, portable radio and batteries are provided for the facility in cases of emergency.
  - f) First aid supplies are provide and maintained for the facility in cases of emergency.
  - g) Current inspection tags on all fire extinguishers are provided and maintained throughout the facility.
  - h) Facility exit doors are clearly marked and functional.
  - i) Facility walkway paths are free from clutter and obstruction.
  - j) Elevator permits are current within each facility, as applicable.

**F. Language**

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

1. The Subrecipient shall take reasonable steps, based upon the State Standard Agreement and the County's language policy, to ensure that "alternative communication services"

are available to non-English speaking or Limited English Proficiency (LEP) beneficiaries of services under this Contract. [2 CCR 11162]

2. “Alternative communication services” include, but are not limited to, the provision of services and programs by means of the following:
  - a. Interpreters or bilingual providers and provider staff.
  - b. Contracts with interpreter services.
  - c. Use of telephone interpreter lines.
  - d. Sharing of language assistance materials and services with other providers.
  - e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
  - f. Referral to culturally and linguistically appropriate community service programs.
3. Subrecipient shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits, and in-home visits. [2 CCR 11162]
4. Subrecipient shall notify its employees of clients’ rights regarding language access and Subrecipient’s obligation to ensure access to alternative communication services as determined appropriate by Subrecipient. [22 CCR 98324]
5. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Contract. [22 CCR 98370]
6. The five threshold languages in the County of Orange are:
  - a) English
  - b) Chinese (Traditional)
  - c) Korean
  - d) Spanish
  - e) Vietnamese (pre-1975)

#### **G. Publications**

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

#### **H. Outreach/Marketing Activities:**

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

**I. Participant Satisfaction Survey:**

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

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### **III. CALFRESH EXPANSION EXPECTATIONS & REQUIREMENTS**

#### **A. Definitions:**

1. **Activity** means actual work performed by program personnel to implement objectives.
2. **Applicant** means persons/household who have applied for CalFresh benefits.
3. **Application Assistance** means the provision of help to clients in completing the CalFresh application and gathering verification documents. It may include delivery of signed applications to the local office. Application assistance provides support to the client during the application phase, which can lead to a more complete application, fewer trips to the local office, and easier processing for the eligibility worker.
4. **CalFresh** means a federal food assistance program, funded by the United States Department of Agriculture (USDA) and known as the Supplemental Nutrition Assistance Program (SNAP). CalFresh is an entitlement that provides low-income families with electronic benefits that can be used to purchase food at participating markets and food stores.
5. **CalFresh Applications Approved**: CalFresh applications that have been submitted on behalf of a client and approved by the County Welfare Department (CWD) for benefits. It is beyond the scope of this Contract for the Subrecipient to obtain application status on each paper or electronic application from their CWD.
6. **CalFresh Applications Submitted** means CalFresh applications (both paper and online) that have been submitted on behalf of the client and funded by the CalFresh Outreach Plan.
7. **CalFresh Partnerships** means partnering with counties and Community Based Organizations (CBO) to address barriers of participation and meet the overall goals of the CalFresh Outreach Plan. This deliverable is defined as the number of collaborative meetings, training and workshops provided to other agencies serving the targeted populations, and participation in local collaborative meetings to provide information and education on CalFresh. This deliverable also includes:
  - Distributing CalFresh Outreach approved information
  - Participating in local collaborative meetings to promote CalFresh Outreach
  - Creating strong partnerships with local CWDs
  - Providing outreach in areas of need, such as, but not limited to, rural communities
8. **CalFresh Pre-Screening** means the use of a paper or electronic tool to ask a set of targeted eligibility questions to inform potential applicants that they may be eligible. (Note: only CWDs can make an eligibility determination).
9. **CalFresh Recertification Applications Submitted** means CalFresh recertification applications that have been submitted on behalf of a client.
10. **Existing CalFresh Household** means one or more members of a household are already receiving CalFresh.

11. **Older Adult** means a person age 60 or older.
12. **Outreach** means educational and informational efforts that provide information about the nutritional and other benefits of participating in CalFresh, as well as basic information about how to apply, directed to nonparticipating but potentially eligible persons. Outreach activities accomplish the following:
- a) Inform low-income households about the availability, eligibility requirement, and application procedures,
  - b) Provide information about the nutritional benefits of CalFresh,
  - c) Correct myths and misperceptions about CalFresh, and
  - d) Allow individuals to make an informed decision about whether to apply based on accurate information.

Allowable outreach activities do not include recruitment activities. See the definition of “recruitment activities” for more information.

13. **Outreach Operations Manual** means the document that provides all the guidelines and information for managing CalFresh Outreach. The manual is available at <https://www.cdss.ca.gov/inforesources/calfresh-outreach/resources/operations-manual> [CalFresh Outreach Operations Manual].
14. **Outreach Plan Guidance** means the document that specifies allowable activities.
15. **Participant** means an individual age 60 or older participating in programs or services provided by the Area Agencies on Aging such as Older Americans Act and SNAP-Ed.
16. **Program Requirements** means CalFresh program requirements found in the SNAP: Nutrition Education and Obesity Prevention Grant Program, Interim Rule (7 CFR 272.2); SNAP: State Plan Outreach Guidance; and California Department of Aging (CDA) Program Memoranda.
17. **Recruitment Activities** means activities designed to persuade an individual to apply for SNAP benefits through the use of persuasive practices. Persuasive practices constitute coercing or pressuring an individual to apply or providing incentives to fill out an application. Recruitment activities are unallowable costs.
18. **State Supplemental Payment (SSP)** means the State-funded cash assistance program administered by the Social Security Administration which augments SSI.
19. **Supplemental Nutrition Assistance Program (SNAP)**, formerly known as the Food Stamp Program, provides food purchasing assistance for low- and no-income people living the U.S. It is a federal aid program, administered by the U.S. Department of Agriculture, under the Food and Nutrition Service (FNS). SNAP is known as CalFresh in California.
20. **Supplemental Security Income (SSI)** means the Federal cash assistance program administered by the Social Security Administration that provides monthly benefits to people with limited income and resources who are disabled, blind, or age 65 or older.

21. **United States Department of Agriculture, Food and Nutrition Service (USDA, FNS)** is an agency that works to end hunger and obesity through the administration of fifteen (15) federal nutrition assistance programs including SNAP.

**B. Language**

7. The Subrecipient shall take reasonable steps, based upon the State Standard Agreement and the County's language policy, to ensure that "alternative communication services" are available to non-English speaking or Limited English Proficiency (LEP) beneficiaries of services under this Contract. [2 CCR 11162]
8. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
  - g. Interpreters or bilingual providers and provider staff.
  - h. Contracts with interpreter services.
  - i. Use of telephone interpreter lines.
  - j. Sharing of language assistance materials and services with other providers.
  - k. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
  - l. Referral to culturally and linguistically appropriate community service programs.
9. Subrecipient shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits, and in-home visits. [2 CCR 11162]
10. Subrecipient shall notify its employees of clients' rights regarding language access and Subrecipient's obligation to ensure access to alternative communication services as determined appropriate by Subrecipient. [22 CCR 98324]
11. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Contract. [22 CCR 98370]
12. The five threshold languages in the County of Orange are:
  - English
  - Chinese (Traditional)
  - Korean
  - Spanish
  - Vietnamese (pre-1975)

**C. Scope of Services**

The Subrecipient shall:

1. Ensure services are provided only to the defined eligible population.
2. Ensure no fees may be charged for services.
3. Subrecipient shall not require proof of age as a condition of receiving services.

4. Program activities do not supplant existing CalFresh outreach programs, and where operating in conjunction with existing programs, enhance and supplement them.
5. For the purposes of this Contract, no social marketing campaigns and public service announcements (e.g., radio, television, billboards, etc.) are allowed, regardless of whether the campaign meets program targeting requirements. For reference, please see the Farm Bill [Agricultural Act of 2014, Section 4018(a)] <https://www.govinfo.gov/content/pkg/CRPT-113hrpt333/pdf/CRPT-113hrpt333.pdf>
6. Provide outreach activities for the CalFresh Program (see Welfare and Institutions Code Sections 18904.2 and 18904.3) in accordance with the SNAP Outreach Plan Guidance ([https://fns-prod.azureedge.us/sites/default/files/resource-files/SNAP\\_Outreach\\_Guide\\_%20July\\_2017.pdf](https://fns-prod.azureedge.us/sites/default/files/resource-files/SNAP_Outreach_Guide_%20July_2017.pdf)) [SNAP: State Outreach Plan Guidance].
7. Provide CalFresh Expansion activities targeted to adults age 60 and older, including Supplemental Security Income/State Supplemental Program (SSI/SSP) recipients in California.
8. Conduct any necessary and approved CalFresh Expansion activities to provide the following deliverables:
  - a) CalFresh Pre-Screening
  - b) CalFresh Applications Submitted
  - c) CalFresh Applications Approved
  - d) CalFresh Applications Denied
  - e) CalFresh Partnerships
  - f) CalFresh Recertification Applications Submitted (if applicable)
  - g) CalFresh Semi Annual Report SAR7 (if applicable)
9. For CalFresh applications submitted, the Subrecipient shall also provide the number of applications submitted for each following target groups:
  - a) Households with children under the age of 18
  - b) Seniors, age 60 and above
  - c) Working low-income households
  - d) Households receiving SSI/SSP
  - e) Households with language access barriers
  - f) College students
  - g) Veterans and military families
10. Cooperate with CDA, OoA, or its designee by participating in meetings and/or site visits as CDA and/or OoA may deem necessary to monitor Subrecipient compliance with the Contract.
11. Comply with the guidelines for the development of all materials as outlined in the CalFresh Outreach Operations Manual:

<https://www.cdss.ca.gov/inforesources/calfresh-outreach/resources/operations-manual>

12. Post CalFresh Outreach messaging on its organization's website.
13. Utilize data sources to support targeted CalFresh Outreach strategies and efforts.
14. Cooperate with CDA and/or OoA in data collections related to evaluation of program effectiveness as requested in the manner, format, and timeline prescribed by CDA and/or OoA. Data may include demographic descriptions of the population served, audience reached, CalFresh activities by county, and additional measures of program effectiveness. The data shall be submitted in a form prescribed by CDA and/or OoA.
15. Participate in training and technical assistance provided by the California Department of Social Services (CDSS) and CDA, as deemed necessary by OoA.
16. Identify a primary point of contact for program communications with OoA.
17. Certify, on a semi-annual basis, the time and effort of employees working full time on CalFresh, or certify on a monthly basis, the time and effort of employees working part-time on CalFresh.
18. Conduct CalFresh outreach activities as follows:
  - a) Customize CalFresh outreach materials with AAA and/or service provider contact information.
  - b) Print outreach materials for distribution to older adults in the Planning and Service Area (PSA).
  - c) Disseminate outreach materials to older adults at sites where programs and services are provided, at community events, through mailings, and through partners.
  - d) Post outreach messaging on AAA website and on social media utilized by the AAA such as Facebook, Twitter, and Instagram.
19. Conduct CalFresh application assistance as follows:
  - a) Provide application assistance at program sites coinciding with regular program services such as Title IIIC Congregate Meals, Title IIID Health Promotion classes, and SNAP-Ed activities (where applicable). Sites include senior centers, community centers, senior residential housing, parks, and any other locations where program services are provided.
  - b) Coordinate with providers of home-based services, including home-delivered meals (Title IIIC HDM), to offer CalFresh application assistance to HDM participants.
  - c) Provide one-on-one assistance to older adults to complete the CalFresh enrollment process through any of the following methods:
    - Online through CalFresh enrollment portals
    - Paper applications
    - Telephone (with application mailed or emailed to client for signature if the AAA/service provider does not have a telephonic system with the functionality to record, store, and retrieve telephonic signatures).
  - d) Review and identify potential income deductions to increase the likelihood of CalFresh eligibility. Potential income deductions include Uncapped Excess Shelter, Excess Medical and Standard Medical Deduction, and Dependent Care Deduction.
  - e) Assist client with submission of all required paperwork to the local CWD.



- f) Contact client within two weeks following the application submission to ensure client has been contacted for an interview.
- 20. Disseminate Disaster CalFresh information, translate materials and messages, and/or provide other assistance to the CWD in the event of a Presidential Declaration of a Disaster with Individual Assistance.
- 21. CalFresh Expansion staff annually completes civil rights training and maintains training documentation file. Online civil rights training developed by CalFresh Healthy Living is available through the California Department of Public Health at: <https://online2.cce.csus.edu/csst/login/index.php>.

#### **D. Data and Reporting Provisions - General**

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

1. Have written procedures to ensure that all submitted performance data is timely, complete, accurate, and verifiable prior to submission to the County.
  - a) Written procedures shall include but not limited to:
    - a. Participant records are kept and stored in a confidential manner.
    - b. Collection and reporting of program data.
    - c. Accuracy of data.
    - d. Verification of data prior to submission to the County.
    - e. Procedures on correcting data errors.
    - f. If applicable to the program, a methodology for calculating and reporting:
      - i. Total estimated unduplicated clients in each non-registered service.
      - ii. Total estimated unduplicated clients in all non-registered services.
      - iii. Total estimated unduplicated clients across all registered and non-registered services.
    - g. Performance data monitoring process.
    - h. Accuracy and authenticity of the number of eligible participants served each day.
2. Maintain and adhere to data system software and encrypted portable computer device updates, and interface capability requirements for each computer located within the facility, as specified in the Contract and required by County.
3. Orient and train staff regarding program data collection and reporting requirements. Have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.
4. Establish procedures which ensure the accuracy and authenticity of the number of eligible participants served each day.
5. Maintain appropriate documentation on each participant.
6. Maintain participant records to prevent data breaching and unauthorized participant information disclosure. Information about, or obtained from a participant's records, shall be maintained in a confidential manner.

7. All fiscal and program data must be reported monthly. All reports are due to County by the 15<sup>th</sup> day of the month following the month of service, unless otherwise approved by the County.
8. Maintain support files including, but not limited to, invoices, payroll, intake forms, and any other supporting documents to substantiate monthly reports.
9. Maintain records, by month, that support claimed in-kind expenditures.
10. Develop a cost allocation plan that explains the methods used to allocate costs for programs funded by County.
11. If applicable, develop, prepare, and submit intake forms for approval by the County within the first thirty (30) days of the start of this Contract via email to the [OoADDataTeam@occr.ocgov.com](mailto:OoADDataTeam@occr.ocgov.com) for CalFresh Expansion services.

**E. Data and Reporting Provisions – CalFresh Expansion**

Subrecipient shall:

1. Ensure that all submitted CalFresh Expansion data is timely, complete, accurate, and verifiable.
2. Maintain a program data collection and reporting system as specified in this Contract.
3. Provide support and technical assistance to Subcontractors.
4. Attend and participate in required CalFresh Expansion contract data reporting training.
5. Submit CalFresh Expansion data quarterly to OoA at [OoADDataTeam@occr.ocgov.com](mailto:OoADDataTeam@occr.ocgov.com) for the following categories:
  - a) CalFresh Pre-Screening
  - b) CalFresh Applications Submitted
  - c) CalFresh Applications Approved
  - d) CalFresh Partnerships
  - e) CalFresh Recertifications (if applicable)
  - f) CalFresh Semi Annual Report SAR7 (if applicable)
  - g) Quarterly Progress Report (includes challenges encountered, solutions proposed, and progress made in reaching the AAAs goals).
6. For CalFresh Expansion Applications Submitted, the Subrecipient shall also provide the number of applications submitted to each following target groups:
  - a) Household with children under the age of 18
  - b) Seniors, age 60 and above
  - c) Working low-income households
  - d) Households receiving SSI/SSP

- e) Households with language access barriers
- f) Veterans and military families

7. Subrecipient shall use the reporting form(s) provided by CDA and/or OoA.
8. Subrecipient shall submit CalFresh data quarterly by the following due dates, unless otherwise specified by OoA (Note: if the due date is on a weekend, report submission is due on the next business day):

Quarter	Reporting Period	Due Date
Quarter 1	October 1 – December 31	January 10 <sup>th</sup>
Quarter 2	January 1 – March 31	April 10 <sup>th</sup>
Quarter 3	April 1 – June 30	July 10 <sup>th</sup>
Quarter 4	July 1 – September 30	October 10 <sup>th</sup>

9. Subrecipient shall submit a semi-annual progress report to OoA at [OoADataTeam@occr.ocgov.com](mailto:OoADataTeam@occr.ocgov.com) describing challenges encountered, solutions proposed, and progress made in reaching AAA goals by the following due dates unless otherwise specified by OoA (Note: if the due date is on a weekend, report submission is due on the next business day):

Report	Reporting Period	Due Date
Mid-Year	October 1 – March 31	April 10 <sup>th</sup>
Final	April 1 – June 30	October 10 <sup>th</sup>

10. Subrecipient shall verify the accuracy of all data submitted to OoA and respond to any OoA data verification requests.

#### **F. Transition Plan**

Subrecipient shall submit a transition plan to OoA within fifteen (15) days of delivery of a written Notice of Termination for the CalFresh Expansion program. The transition plan must be approved by the OoA and CDA and shall at a minimum include the following:

1. A description of how clients will be notified about the change in their service provider.
2. A plan to communicate with other organizations that can assist in locating alternative services.
3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.
4. A plan to evaluate clients in order to assure appropriate placement.
5. A plan to transfer any confidential medical and client records to a new contractor.
6. A plan to dispose of confidential records in accordance with applicable laws and regulations.
7. A plan for adequate staff to provide continued care through the term of the Contract. [22 CCR 7206(e)(4)]

8. A full inventory and plan to dispose of, transfer, or return to the State all equipment purchased during the entire operation of the Contract.
9. Additional information as necessary to effect a safe transition of clients to other community service providers.

The Subrecipient shall implement the transition plan as approved by OoA and CDA. OoA will monitor the Subrecipient's progress in carrying out all elements of the transition plan.

If Subrecipient fails to provide and implement a transition plan as required by Attachment A. III. F., the Subrecipient will implement a transition plan submitted by OoA/CDA to the Subrecipient following the Notice of Termination.

## **ATTACHMENT B-3 PAYMENT/COMPENSATION**

### **1. COMPENSATION:**

This is a cost reimbursement Contract between the County and the Subrecipient for up to: \$135,253 for 12-months (October 1, 2024 - September 30, 2025) as set forth in Attachment A-3 Scope of Services attached hereto and incorporated herein by reference. The Subrecipient agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Subrecipient of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the total Contract amount specified unless authorized by an amendment in accordance with Paragraphs C and P of the County's General Terms and Conditions.

### **2. PAYMENT TERMS:**

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

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

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services. In the event cost is disputed and/or disallowed, the County will make partial payment to recoup disputed/disallowed monies in the following billing cycle. The Subrecipient will reimburse the County for disputed/disallowed monies identified after October 10, 2025, in one lump sum.

Program Invoice(s):

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

### **3. INVOICING INSTRUCTIONS:**

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

The Demand Letter/Invoice must include:

A. Subrecipient's name and address

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

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

#### 4. MONTHLY OPERATING COSTS

Payments for monthly work completed shall be made as follows:

- A. Subrecipient shall timely transmit to County all data required pursuant to this Contract. Subrecipient also shall submit an invoice(s) and such other substantiating reports as County may require, all in a form satisfactory to Project Manager, by the fifteenth (15th) day of each month, showing the prior month's actual expenditures. If the 15th falls on a weekend or holiday, the invoice/data report is due the next business day. If Subrecipient receives funds pursuant to this Contract for more than one program or Service Area, each such program or Service Area shall be invoiced separately from all other programs or Service Areas, and separate substantiating reports shall be submitted for each program or Service Area, unless otherwise approved by Project Manager. County shall make monthly payments based on Subrecipient's data, invoice(s), and substantiating reports, unless otherwise approved by Project Manager.
- B. In cases where errors or Disallowed costs are identified by County, County will return invoice(s) for revision. Subrecipient must resubmit revised invoice(s) within five (5) business days of notification from County, excluding the 12th month close-out invoice.
- C. No payments will be made if any preceding months' data, reports, or invoices are outstanding, unless otherwise approved by the Administrator.
- D. No payments will be made for costs incurred by Subrecipient which are not "allowable costs" applicable to Subrecipient under 45 C.F.R. Part 92.22(b).
- E. Whenever Subrecipient is not in compliance with any provision of this Contract, Project Manager, may withhold payment until such time as Subrecipient comes into compliance.
- F. Total Monthly Costs may exceed one-twelfth of the Maximum Obligation of County. Upon receipt of sufficient written justification from the Subrecipient, as determined in the sole discretion of the Project Manager, or her designee, the Project Manager, has the discretion, in any given month, to pay over the monthly one-twelfth of the Maximum Obligation.

#### 5. BUDGET REVISIONS

- A. **Budget revisions** are changes made in the detailed budget submitted to County. Detailed budgets contain the major cost categories listed in Attachment C of this Contract.

- Budget revisions initiated by Subrecipient must be limited to no more than three (3) times per program, per Fiscal Year.
- B. All additional budget revision requests initiated by Subrecipient will be denied. Special consideration may be made for extenuating circumstances, but approval is not guaranteed.
- C. Budget revisions initiated by Subrecipient must be submitted no later than July 31, 2025.

## **6. FULL COMPENSATION**

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

## **7. CLOSE-OUT DEADLINES**

- A. The 12th month close-out invoice is due on the 10th of October 2025 without exceptions. In cases of returned invoices due to errors or Disallowed costs, Subrecipient must resubmit revised invoice(s) within two (2) business days of notification from County.
- B. Request for budget invoice revisions from the Subrecipient will be restricted to a minimum for final invoices and will only be allowed at the County's discretion.
- C. Subrecipient must submit September 2025 invoice estimates by the 10<sup>th</sup> of September 2025. Estimates must be projected based on anticipated actual expenditure.

## **8. CONTRIBUTIONS**

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

## **9. THIRD-PARTY REVENUE**

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

## **10. INTEREST EARNED**

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



### ATTACHMENT C-3 BUDGET SCHEDULE

#### Orange County's United Way dba Orange County United Way CalFresh Expansion Program

#### 1. Subrecipient's Budget:

October 1, 2024 to September 30, 2025

Administrative Costs	\$0
Program Costs	
Personnel (Salaries and Benefits)	\$90,646
Services and Supplies	\$32,312
Indirect Costs	\$12,295
Total Match Funds (Cash and/or In-Kind)	Not applicable
Total Budgeted Costs	\$135,253

*\*In-Kind Contribution means the value of non-cash contribution donated to support the project or program (e.g., property, service, volunteer hours, etc.).*

Budgets contained in Attachment C-3 of this Agreement are high-level budgets. Upon approval by the Orange County Board of Supervisors and/or the County – but prior to submission of the first invoice, a detailed budget must be submitted to the Office on Aging office for approval. Budget templates will be provided by the Office on Aging. Invoices shall be submitted based upon these detailed budgets.

Subrecipient may request to shift funds between programs, or between budgeted line items within a program, for the purpose of meeting specific program needs by utilizing a Budget/Staffing Revision Request form provided by Contract Administrator. Subrecipient must 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 Fiscal Year Budget and/or future Fiscal Year Budgets. Subrecipient shall obtain written approval of any Budget/Staffing Revision Request(s) from Contract Administrator prior to implementation by Subrecipient.

2. The above Cost Categories is an overview of the actual budget approved by the Office on Aging. Subrecipient shall be responsible for and maintain the approved *Budget Summary by Funding Source and Revenue Sources* spreadsheet that is provided to Subrecipient from Office on Aging. The *Budget Summary by Funding Source and Revenue Sources* spreadsheet shall be maintained and completed in accordance with the Office on Aging policies and processes. Any deviation from the Office on Aging approved budget, may and can delay acceptance of budgets and/or reimbursements.
3. The *Budget Summary by Funding Source and Revenue Sources* spreadsheet must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Subrecipient's *Budget Summary by Funding Source and Revenue Sources* spreadsheet shall include, at a minimum, the following items when reimbursable and applicable under this Contract:
  - a) Personnel Costs – monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Contract.
  - b) Fringe Benefits.

- c) Contractual Costs – subcontract and consultant cost detail.
- d) Indirect Costs.
- e) Rent – specify square footage and rate.
- f) Supplies.
- g) Equipment – detailed descriptions and unit costs.
- h) In State Travel – mileage reimbursement rate, lodging, per diem and other costs.

#### **4. Indirect Costs**

- a) The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Subrecipient's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment. Indirect costs shall not exceed 10% of the Subrecipient's MTDC per funding category.
- b) Subrecipients requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.

**ATTACHMENT D-3**  
**STAFFING PLAN**  
Orange County’s United Way dba Orange County United Way  
October 1, 2024, through September 30, 2025

**I. CalFresh Expansion**

Title	FTE*
Senior Manager, Community Programs	0.13
Manager, Connection Center	0.30
Enrollment Specialist	0.25
Enrollment Specialist	0.60
Director, Community Impact	0.05
TOTAL:	1.33

\*1.00 FTE = Full-Time Equivalent

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

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

**PERFORMANCE STANDARDS  
SERVICE UNITS**

## ATTACHMENT E-3

<b>AGENCY NAME: ORANGE COUNTY'S UNITED WAY DBA ORANGE COUNTY UNITED WAY</b>		<b>FISCAL YEAR: 2024-2025</b>
<b>PROGRAM NAME(S): CalFresh Expansion</b>		
<b>CONTRACT #: MA-012-23010452</b>		<b>DATE: October 1, 2024</b>
<b>PROGRAM SERVICE</b>	<b>NUMBER OF ANNUAL SERVICE UNITS</b>	<b>DESCRIPTION OF SERVICE UNITS</b>
CalFresh Expansion Activities	16,800	<b>CalFresh Pre-Screening:</b> The use of a paper or electronic tool to ask a set of targeted eligibility questions to inform potential applicants that they may be eligible. (Note: only County Welfare Departments can make an eligibility determination).
	600	<b>CalFresh Applications Submitted:</b> CalFresh applications (both paper and online) that have been submitted on behalf of the client and funded by the CalFresh Outreach Plan.
	330	<b>CalFresh Applications Approved:</b> CalFresh applications that have been submitted on behalf of a client and approved by the County Welfare Department (CWD) for benefits. It is beyond the scope of this Contract for the Subrecipient to obtain application status on each paper or electronic application from their CWD.
	35	<b>CalFresh Partnerships:</b> partnering with counties and Community Based Organizations (CBO) to address barriers of participation and meet the overall goals of the CalFresh Outreach Plan. This deliverable is defined as the number of collaborative meetings, training and workshops provided to other agencies serving the targeted populations, and participation in local collaborative meetings to provide information and education on CalFresh.
	15	<b>CalFresh Recertifications (if applicable):</b> CalFresh recertification applications that have been submitted on behalf of a client.
	TBD – Office on Aging will reach out to Subrecipient to obtain narrative on a quarterly basis	<b>Quarterly Progress Report:</b> Includes challenges encountered, solutions proposed, and progress made in reaching goals.

NOTE: For CalFresh Expansion Applications Submitted, the Subrecipient shall also provide the number of applications submitted for each of the following target groups:

1. Household with children under the age of 18
2. Seniors, age 60 and above
3. Working low-income households
4. Households receiving SSI/SSP
5. Households with language access barriers
6. Veterans and military families

**ATTACHMENT F-4****1. Federal Award Identification**

- A. **Subrecipient Name:** Orange County's United Way dba Orange County United Way
- B. **Subrecipient's Dun & Bradstreet Number (DUNS):** 076064914
- C. **Subrecipient's SAM Unique Entity Identifier (UEI):** TWL3WEV59TH4
- D. **Federal Award Identification Number (FAIN):** TBD
- E. **Federal Award Date:** 2024-2025
- F. **Subaward Period of Performance:** October 1, 2024, to September 30, 2025
- G. **Total Amount of Federal Funds Obligated by the Action:** \$ 58,779

ALN	FAIN	Award Date	Formula Funds	Amount
10.561	TBD	2024	CalFresh Expansion	\$ 14,695
10.561	TBD	2025	CalFresh Expansion	\$ 44,084
<b>TOTAL:</b>				<b>\$ 58,779</b>

- H. **Total Amount of Federal Funds Obligated to the Subrecipient:** \$ 58,779
- I. **Total Amount of the Federal Award:** \$ 65,310
- J. **Federal Award Project Description:** State Administrative Matching Grants for the Supplemental Nutrition Assistance Program
- K. **Federal Awarding Agency:** United States Department of Agriculture, Food and Nutrition Services
- L. **Name of Pass-Through Entity (PTE):** California Department of Aging and County of Orange Office on Aging
- M. **Contact Information for the Awarding Official:** Claudia Harris, Director (714) 480-6465, [Claudia.Harris@occr.ocgov.com](mailto:Claudia.Harris@occr.ocgov.com)
- N. **Assistance Listing Number (ALN) and Name:** #10.561 State Administrative Matching Grants for the Supplemental Nutrition Assistance Program.
- O. **Whether Award is R&D:** No
- P. **Indirect Cost Rate for the Federal Award:** 10%