

1 AGREEMENT FOR PROVISION OF  
2 CALFRESH HEALTHY LIVING SERVICES

3 BETWEEN  
4 COUNTY OF ORANGE

5 AND  
6 ONEOC

7 NOVEMBER 15, 2021 THROUGH SEPTEMBER 30, 2023  
8

9 THIS AGREEMENT entered into this 15th day of November (effective date), is by and between the  
10 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and  
11 ONEOC, (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein  
12 individually as "Party" or collectively as "Parties." This Agreement shall be administered by the Director  
13 of the COUNTY's Health Care Agency or an authorized designee ("ADMINISTRATOR").  
14

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

17 WHEREAS, COUNTY has accepted the California Department of Public Health (CDPH) Grant  
18 Agreement 16-10144 in order to provide Supplemental Nutrition Assistance Program Education (SNAP-  
19 Ed) allowable nutrition education and obesity prevention activities and interventions for low-income  
20 residents of Orange County;

21 WHEREAS, COUNTY authority for these contracts is vested, via CDPH, in the Federal-Healthy-  
22 Hunger-Free Kids Act (HHFKA) of 2010 (Public Law 111-296), section 241, enacted on December 10,  
23 2010, which established the Nutrition Education and Obesity Prevention Grant program for eligible low-  
24 income individuals. The final rule, SNAP: Nutrition Education and Obesity Prevention Grant Program,  
25 was published March 30, 2016 to implement the SNAP-Ed provisions of the HHFKA. The rule also  
26 implements a provision of the Agricultural Act of 2014 to authorize physical activity promotion in  
27 addition to promotion of healthy food choices as part of this nutrition education and obesity prevention  
28 program;

29 WHEREAS, COUNTY will provide health promotion to help the SNAP-Ed target audience establish  
30 healthy eating habits and a physically active lifestyle for prevention or postponement of the onset of  
31 chronic diseases, such as obesity and diabetes;

32 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of  
33 CalFresh Healthy Living (CFHL) Program Services described herein to the residents of Orange County;  
34 and

35 //  
36 //  
37 //

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

3 NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained herein,  
4 COUNTY and CONTRACTOR do hereby agree as follows:

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**REFERENCED CONTRACT PROVISIONS**

**Master Agreement Term:** November 15, 2021 through September 30, 2023

Period One means the period from November 15, 2021 through September 30, 2022

Period Two means the period from October 1, 2022 through September 30, 2023

**Amount Not To Exceed:**

Period One Aggregate Amount Not To Exceed	\$ 1,163,000
Period Two Aggregate Amount Not To Exceed	<u>1,163,000</u>
TOTAL AMOUNT NOT TO EXCEED	2,326,000

**Basis for Reimbursement:** Fee for Service

**Payment Method:** Monthly in Arrears

**CONTRACTOR DUNS Number:**

**CONTRACTOR TAXID Number:**

**Notices to COUNTY and CONTRACTOR:**

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

CONTRACTOR: OneOC  
 1901 E. 4th St., Suite 100  
 Santa Ana, CA 92705  
 Attn: Randa Wren, Finance Director  
 rwren@oneoc.org

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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:

1		
2		
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4	A. ARRA	American Recovery and Reinvestment Act
5	B. ARF	Activity Report Form
6	C. ATF	Activity Tracking Form
7	D. CACFP	Child and Adult Care Food Program
8	E. CDPH	California Department of Public Health
9	F. CCR	California Code of Regulations
10	G. CEO	County Executive Office
11	H. CFR	Code of Federal Regulations
12	I. CHOICE	Creating Healthy Opportunities in Child Care Environments
13	J. CHPP	COUNTY HIPAA Policies and Procedures
14	K. CHS	Correctional Health Services
15	L. CI	Collective Impact
16	M. CM	Contract Manager
17	N. CNAP	County Nutrition Action Plan
18	O. COI	Certificate of Insurance
19	P. CSFP	Commodity Supplemental Food Program
20	Q. CX3	Communities of Excellence
21	R. D/MC	Drug/Medi-Cal
22	S. DGA	Dietary Guidelines for Americans
23	T. DHCS	Department of Health Care Services
24	U. DPFS	Drug Program Fiscal Systems
25	V. DRS	Designated Record Set
26	W. EARS	Education and Administrative Reporting System
27	X. EC	Early Childhood
28	Y. ePHI	Electronic Protected Health Information
29	Z. FACT	Families and Communities Together
30	AA. FNS	Food and Nutrition Services
31	AB. GAAP	Generally Accepted Accounting Principles
32	AC. GIS	Geographic Information System
33	AD. HB	Home Based
34	AE. HCA	Health Care Agency
35	AF. HHS	Health and Human Services
36	AG. HIPAA	Health Insurance Portability and Accountability Act of 1996,
37		Public Law 104-191

1	AH. HSC	California Health and Safety Code
2	AI. IOE	Impact-Outcome Evaluation
3	AJ. ISO	Insurance Services Office
4	AK. IWP	Integrated Work Plan
5	AL. NuPAC	Nutrition & Physical Activity Collaborative
6	AM. OC	Orange County
7	AN. OCR	Office for Civil Rights
8	AO. OIG	Office of Inspector General
9	AP. OPM	Federal Office of Personnel Management
10	AQ. PA	Physical Activity
11	AR. PC	State of California Penal Code
12	AS. PD	Penal Director
13	AT. PEARS	Program Education and Administrative Reporting System
14	AU. PHI	Protected Health Information
15	AV. PHS	Public Health Services
16	AW. PII	Personally Identifiable Information
17	AX. PO	Project Officer
18	AY. PRA	Public Record Act
19	AZ. PSE	Policy System Enhancement
20	BA. PTA	Parent Teacher Association
21	BB. RE-AIM	Reach Effectiveness Adoption Implementation Maintenance
22	BC. S/AS	School and After School
23	BD. SEM	Socio-Ecological Model
24	BE. SIR	Self-Insured Retention
25	BF. SNAP	Supplemental Nutrition Assistance Program
26	BG. SNAP-Ed	Supplemental Nutrition Assistance Program Education Program
27	BH. SRTP	Safe Routes to Park
28	BI.SRTS	Safe Routes to School
29	BJ.SSA	Social Services Agency
30	BK. TANF	Temporary Assistance for Needy Families
31	BL. T/EFAP	The Emergency Food Assistance Program
32	BM. UCCE	University of California Cooperative Extension
33	BN. USC	United States Code
34	BO. USDA	United States Department of Agriculture
35	BP. USDA-FNS	United States Department of Agriculture Food and Nutrition Services
36	BQ. WIC	Supplemental Nutrition Program for Women, Infants, and Children
37	BR. YPAR	Youth-led Participatory Action Research

**II. ALTERATION OF TERMS**

1  
2 A. This Agreement, together with Exhibits A and B as applicable attached hereto and incorporated  
3 herein, fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the  
4 subject matter of this Agreement.

5 B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of  
6 this Agreement or any Exhibits, whether written or verbal, made by the parties, their officers, employees  
7 or agents shall be valid unless made in the form of a written amendment to this Agreement, which has  
8 been formally approved and executed by both parties.  
9

**III. ASSIGNMENT OF DEBTS**

10  
11 Unless this Agreement is followed without interruption by another Agreement between the parties  
12 hereto for the same services and substantially the same scope, at the termination of this Agreement,  
13 CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of persons  
14 receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by mail each of  
15 these persons, specifying the date of assignment, the County of Orange as assignee, and the address to  
16 which payments are to be sent. Payments received by CONTRACTOR from or on behalf of said persons,  
17 shall be immediately given to COUNTY.  
18

**IV. COMPLIANCE**

19  
20 A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for  
21 the purpose of ensuring adherence to all rules and regulations related to federal and state health care  
22 programs.

23 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and  
24 procedures relating to ADMINISTRATOR's Compliance Program, Code of Conduct and access to  
25 General Compliance and Annual Provider Trainings.

26 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own  
27 compliance program, code of conduct and any compliance related policies and procedures.  
28 CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall be  
29 verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements  
30 by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to this  
31 Agreement. These elements include:

- 32 a. Designation of a Compliance Officer and/or compliance staff.  
33 b. Written standards, policies and/or procedures.  
34 c. Compliance related training and/or education program and proof of completion.  
35 d. Communication methods for reporting concerns to the Compliance Officer.  
36 e. Methodology for conducting internal monitoring and auditing.  
37 f. Methodology for detecting and correcting offenses.



1 g. Methodology/Procedure for enforcing disciplinary standards.

2 3. If CONTRACTOR does not provide proof of its own compliance program to  
3 ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance  
4 Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR within thirty  
5 (30) calendar days of execution of this Agreement a signed acknowledgement that CONTRACTOR will  
6 internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct.  
7 CONTRACTOR shall have as many Covered Individuals it determines necessary complete  
8 ADMINISTRATOR's annual compliance training to ensure proper compliance.

9 4. If CONTRACTOR elects to have its own compliance program, code of conduct and any  
10 Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR  
11 shall submit a copy of its compliance program, code of conduct and all relevant policies and procedures  
12 to ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement.  
13 ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a reasonable  
14 time, which shall not exceed forty-five (45) calendar days, and determine if CONTRACTOR'S proposed  
15 compliance program and code of conduct contain all required elements to the ADMINISTRATOR's  
16 satisfaction as consistent with the HCA's Compliance Program and Code of Conduct.  
17 ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and  
18 CONTRACTOR shall revise its compliance program and code of conduct to meet ADMINISTRATOR's  
19 required elements within thirty (30) calendar days after ADMINISTRATOR's Compliance Officer's  
20 determination and resubmit the same for review by the ADMINISTRATOR.

21 5. Upon written confirmation from ADMINISTRATOR's compliance officer that the  
22 CONTRACTOR's compliance program, code of conduct and any compliance related policies and  
23 procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals relative  
24 to this Agreement are made aware of CONTRACTOR's compliance program, code of conduct, related policies  
25 and procedures and contact information for the ADMINISTRATOR's Compliance Program.

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

33 1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees,  
34 interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items  
35 or services or who perform billing or coding functions on behalf of ADMINISTRATOR.  
36 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of  
37 ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or

1 CONTRACTOR's own compliance program, code of conduct and related policies and procedures if  
2 CONTRACTOR has elected to use its own).

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 federal  
5 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 monthly to  
13 ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that its  
14 subcontractors use their best efforts to verify that they are eligible to participate in all federal and State of  
15 California health programs and have not been excluded or debarred from participation in any federal or  
16 state health care programs, and to further represent to CONTRACTOR that they do not have any Ineligible  
17 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 services  
21 directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible  
22 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 with  
32 this Agreement. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to  
33 CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall promptly  
34 return any overpayments within forty-five (45) business days after the overpayment is verified by  
35 ADMINISTRATOR.

36 //

37 //

1 C. GENERAL COMPLIANCE TRAINING - ADMINISTRATOR shall make General Compliance  
2 Training available to Covered Individuals.

3 1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR's  
4 Compliance Program shall use its best efforts to encourage completion by all Covered Individuals;  
5 provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated  
6 representative to complete the General Compliance Training when offered.

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

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

10 4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide  
11 copies of training certification upon request.

12 5. Each Covered Individual attending a group training shall certify, in writing, attendance at  
13 compliance training. ADMINISTRATOR shall provide instruction on group training completion while  
14 CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR,  
15 CONTRACTOR shall provide copies of the certifications.

16 D. SPECIALIZED PROVIDER TRAINING – ADMINISTRATOR shall make Specialized Provider  
17 Training, where appropriate, available to Covered Individuals.

18 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered  
19 Individuals relative to this Agreement. This includes compliance with federal and state healthcare  
20 program regulations and procedures or instructions otherwise communicated by regulatory agencies;  
21 including the Centers for Medicare and Medicaid Services or their agents.

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

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

25 4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall  
26 provide copies of the certifications upon request.

27 5. Each Covered Individual attending a group training shall certify, in writing, attendance at  
28 compliance training. ADMINISTRATOR shall provide instructions on completing the training in a group  
29 setting while CONTRACTOR shall retain the certifications. Upon written request by  
30 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

31 E. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a  
32 breach of the Agreement on the part of CONTRACTOR and grounds for COUNTY to terminate the  
33 Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty  
34 (30) calendar days from the date of the written notice of default to cure any defaults grounded on this  
35 Compliance Paragraph prior to ADMINISTRATOR's right to terminate this Agreement on the basis of  
36 such default.

37 //

## V. CONFIDENTIALITY

1  
2 A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio  
3 and/or video recordings, in accordance with all applicable federal, state and county codes and regulations,  
4 as they now exist or may hereafter be amended or changed.

5 B. Prior to providing any services pursuant to this Agreement, all members of the Board of Directors  
6 or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of the  
7 CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and  
8 all information and records which may be obtained in the course of providing such services. This  
9 Agreement shall specify that it is effective irrespective of all subsequent resignations or terminations of  
10 CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees,  
11 consultants, subcontractors, volunteers and interns.

## VI. CONFLICT OF INTEREST

12  
13  
14 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that  
15 could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation shall  
16 apply to CONTRACTOR's employees, agents, and subcontractors associated with the provision of goods  
17 and services provided under this Agreement. CONTRACTOR's efforts shall include, but not be limited  
18 to establishing rules and procedures preventing its employees, agents, and subcontractors from providing  
19 or offering gifts, entertainment, payments, loans or other considerations which could be deemed to  
20 influence or appear to influence COUNTY staff or elected officers in the performance of their duties.

## VII. COST REPORT

21  
22  
23 A. CONTRACTOR shall submit a Cost Report to COUNTY no later than sixty (60) calendar days  
24 following the termination of this Agreement. CONTRACTOR shall prepare the Cost Report in  
25 accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special  
26 Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and  
27 between programs, cost centers, services, and funding sources in accordance with such requirements and  
28 consistent with prudent business practice, which costs and allocations shall be supported by source  
29 documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon  
30 reasonable notice.

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

34 a. CONTRACTOR may be assessed a late penalty of five hundred dollars (\$500) for each  
35 business day after the above specified due date that the accurate and complete Cost Report is not  
36 submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR.

37 //

1 The late penalty shall be assessed separately on each outstanding Cost Report due to COUNTY by  
2 CONTRACTOR.

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

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

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

14 B. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR  
15 to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR shall  
16 document that costs are reasonable and allowable and directly or indirectly related to the services to be  
17 provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if any.

18 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less  
19 applicable revenues and any late penalty, not to exceed COUNTY's Amount Not To Exceed as set forth  
20 in the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim expenditures  
21 to COUNTY which are not reimbursable pursuant to applicable federal, state and COUNTY laws,  
22 regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is  
23 subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by  
24 CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar  
25 days of submission of the Cost Report or COUNTY may elect to reduce any amount owed  
26 CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

34 E. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to  
35 this Agreement, less applicable revenues and late penalty, are higher than the aggregate of interim monthly  
36 payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided such  
37 payment does not exceed the Amount Not To Exceed of COUNTY.

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

3  
4 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and  
5 supporting documentation prepared by \_\_\_\_\_ for the cost report period  
6 beginning \_\_\_\_\_ and ending \_\_\_\_\_ and that, to the best of my knowledge  
7 and belief, costs reimbursed through this Agreement are reasonable and allowable and  
8 directly or indirectly related to the services provided and that this Cost Report is a true,  
9 correct, and complete statement from the books and records of (provider name) in  
10 accordance with applicable instructions, except as noted. I also hereby certify that I  
11 have the authority to execute the accompanying Cost Report.

12  
13 Signed \_\_\_\_\_  
14 Name \_\_\_\_\_  
15 Title \_\_\_\_\_  
16 Date \_\_\_\_\_"

17  
18 **VIII. DEBARMENT AND SUSPENSION CERTIFICATION**

19 A. CONTRACTOR certifies that it and its principals:

20 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or  
21 voluntarily excluded by any federal department or agency.

22 2. Have not within a three-year period preceding this Agreement been convicted of or had a  
23 civil judgment rendered against them for commission of fraud or a criminal offense in connection with  
24 obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract  
25 under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement,  
26 theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen  
27 property.

28 3. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state,  
29 or local governmental entity with commission of any of the offenses enumerated in Subparagraph A.2.  
30 above.

31 4. Have not within a three-year period preceding this Agreement had one or more public  
32 transactions (federal, state, or local) terminated for cause or default.

33 5. Shall not knowingly enter into any lower tier covered transaction with a person who is  
34 proposed for debarment under federal regulations (i.e., 48 CFR Part 9, Subpart 9.4), debarred, suspended,  
35 declared ineligible, or voluntarily excluded from participation in such transaction unless authorized by the  
36 State of California.

37 //

1 6. Shall include without modification, the clause titled "Certification Regarding Debarment,  
2 Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction," (i.e., transactions  
3 with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in  
4 accordance with 2 CFR Part 376.

5 B. The terms and definitions of this paragraph have the meanings set out in the Definitions and  
6 Coverage sections of the rules implementing 51 F.R. 6370.

7  
8 **IX. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

14 B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's  
15 business prior to completion of this Agreement, and COUNTY agrees to an assignment of the Agreement,  
16 the new owners shall be required under the terms of sale or other instruments of transfer to assume  
17 CONTRACTOR's duties and obligations contained in this Agreement and complete them to the  
18 satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in  
19 part, without the prior written consent of COUNTY.

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

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

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

37 //

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

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

9 6. COUNTY reserves the right to immediately terminate the Agreement in the event COUNTY  
10 determines, in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to  
11 COUNTY for the provision of services under the Agreement.

12 C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by  
13 means of subcontracts, provided such subcontractors are approved in advance by ADMINISTRATOR,  
14 meet the requirements of this Agreement as they relate to the service or activity under subcontract, include  
15 any provisions that ADMINISTRATOR may require, and are authorized in writing by  
16 ADMINISTRATOR prior to the beginning of service delivery.

17 1. After approval of the subcontractor, ADMINISTRATOR may revoke the approval of the  
18 subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor  
19 subsequently fails to meet the requirements of this Agreement or any provisions that ADMINISTRATOR  
20 has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.

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

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

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

28 D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR's status  
29 with respect to name changes that do not require an assignment of the Agreement. CONTRACTOR is  
30 also obligated to notify COUNTY in writing if the CONTRACTOR becomes a party to any litigation  
31 against COUNTY, or a party to litigation that may reasonably affect the CONTRACTOR's performance  
32 under the Agreement, as well as any potential conflicts of interest between CONTRACTOR and  
33 COUNTY that may arise prior to or during the period of Agreement performance. While CONTRACTOR  
34 will be required to provide this information without prompting from COUNTY any time there is a change  
35 in CONTRACTOR's name, conflict of interest or litigation status, CONTRACTOR must also provide an  
36 update to COUNTY of its status in these areas whenever requested by COUNTY.

37 //



## **X. DISPUTE RESOLUTION**

1  
2 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the  
3 dispute concerning a question of fact arising under the terms of this Agreement is not disposed of in a  
4 reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be  
5 brought to the attention of the County Purchasing Agent by way of the following process:

6 1. CONTRACTOR shall submit to the County Purchasing Agent a written demand for a final  
7 decision regarding the disposition of any dispute between the Parties arising under, related to, or involving  
8 this Agreement, unless COUNTY, on its own initiative, has already rendered such a final decision.

9 2. CONTRACTOR's written demand shall be fully supported by factual information, and, if  
10 such demand involves a cost adjustment to the Agreement, CONTRACTOR shall include with the demand  
11 a written statement signed by an authorized representative indicating that the demand is made in good  
12 faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects  
13 the Agreement adjustment for which CONTRACTOR believes COUNTY is liable.

14 B. Pending the final resolution of any dispute arising under, related to, or involving this Agreement,  
15 CONTRACTOR agrees to proceed diligently with the performance of services secured via this  
16 Agreement, including the delivery of goods and/or provision of services. CONTRACTOR's failure to  
17 proceed diligently shall be considered a material breach of this Agreement.

18 C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall  
19 be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY fails to render a decision  
20 within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final  
21 decision adverse to CONTRACTOR's contentions.

22 D. This Agreement has been negotiated and executed in the State of California and shall be governed  
23 by and construed under the laws of the State of California. In the event of any legal action to enforce or  
24 interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located  
25 in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of  
26 such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically  
27 agree to waive any and all rights to request that an action be transferred for adjudication to another county.

## **XI. EMPLOYEE ELIGIBILITY VERIFICATION**

28  
29  
30 CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations  
31 regarding the employment of aliens and others and to ensure that employees, subcontractors, and  
32 consultants performing work under this Agreement meet the citizenship or alien status requirements set  
33 forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,  
34 subcontractors, and consultants performing work hereunder, all verification and other documentation of  
35 employment eligibility status required by federal or state statutes and regulations including, but not limited  
36 to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently exist and as  
37 //

1 they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered  
2 employees, subcontractors, and consultants for the period prescribed by the law.

## 3 4 **XII. EQUIPMENT**

5 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all  
6 property of a Relatively Permanent nature with significant value, purchased in whole or in part by  
7 ADMINISTRATOR to assist in performing the services described in this Agreement. "Relatively  
8 Permanent" is defined as having a useful life of one (1) year or longer. Equipment which costs \$5,000 or  
9 over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital  
10 Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and other  
11 taxes, and installation costs, or electronic equipment that costs less than \$600 but may contained PHI or  
12 PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to phones,  
13 tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of Equipment  
14 purchased, in whole or in part, with funds paid pursuant to this Agreement shall be depreciated according  
15 to GAAP.

16 B. CONTRACTOR shall obtain ADMINISTRATOR's written approval prior to purchase of any  
17 Equipment with funds paid pursuant to this Agreement. Upon delivery of Equipment, CONTRACTOR  
18 shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting  
19 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.  
20 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each purchased  
21 asset in an Equipment inventory.

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

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

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

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

1 G. Unless this Agreement is followed without interruption by another agreement between the Parties  
2 for substantially the same type and scope of services, at the termination of this Agreement for any cause,  
3 CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this  
4 Agreement.

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

### 7 8 **XIII. FACILITIES, PAYMENTS AND SERVICES**

9 A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance  
10 with this Agreement. COUNTY shall compensate, and authorize, when applicable, said services.  
11 CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the  
12 minimum number and type of staff which meet applicable federal and state requirements, and which are  
13 necessary for the provision of the services hereunder.

14 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or supplies  
15 as required, ADMINISTRATOR may, at its sole discretion, reduce the Amount Not To Exceed. The  
16 reduction to the Amount Not To Exceed shall be in an amount proportionate to the number of days in  
17 which CONTRACTOR was determined to be unable to provide services, staffing, facilities or supplies.

### 18 19 **XIV. INDEMNIFICATION AND INSURANCE**

20 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,  
21 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special  
22 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board  
23 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,  
24 including but not limited to personal injury or property damage, arising from or related to the services,  
25 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is  
26 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the  
27 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and  
28 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request  
29 a jury apportionment.

30 B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all  
31 required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary  
32 to satisfy COUNTY that the insurance provisions of this Agreement have been complied with.  
33 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on  
34 deposit with COUNTY during the entire term of this Agreement. In addition, all subcontractors  
35 performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject  
36 to the same terms and conditions as set forth herein for CONTRACTOR.

37 //

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

10 D. All SIRs and deductibles shall be clearly stated on the COI. Any SIR in an amount in excess of  
11 fifty thousand dollars (\$50,000) shall specifically be approved by the CEO/Office of Risk Management  
12 upon review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved,  
13 CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this  
14 Agreement, agrees to all of the following:

15 1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all  
16 liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or  
17 subcontractor's performance of this Agreement, CONTRACTOR shall defend the COUNTY at its sole  
18 cost and expense with counsel approved by Board of Supervisors against same; and

19 2. CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any  
20 duty to indemnify or hold harmless; and

21 3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to  
22 which the duty to defend stated above applies, and the CONTRACTOR's SIR provision shall be  
23 interpreted as though the CONTRACTOR was an insurer and the COUNTY was the insured.

24 E. If CONTRACTOR fails to maintain insurance as required in this Paragraph XIV  
25 (INDEMNIFICATION AND INSURANCE) for the full term of this Agreement, such failure shall  
26 constitute a breach of CONTRACTOR's obligation hereunder and grounds for COUNTY to terminate  
27 this Agreement.

28 F. QUALIFIED INSURER

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

34 2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of  
35 Risk Management retains the right to approve or reject a carrier after a review of the company's  
36 performance and financial ratings.

37 //

1 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum  
2 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
Network Security & Privacy Liability	\$1,000,000 per claims made
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

#### 23 H. REQUIRED COVERAGE FORMS

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

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

#### 28 I. REQUIRED ENDORSEMENTS

29 1. The Commercial General Liability policy shall contain the following endorsements, which  
30 shall accompany the COI:

31 a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as  
32 broad naming the *County of Orange, its elected and appointed officials, officers, agents and employees*  
33 as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN***  
34 ***AGREEMENT.***

35 b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at  
36 least as broad evidencing that the CONTRACTOR's insurance is primary and any insurance or self-  
37 insurance maintained by the County of Orange shall be excess and non-contributing.

1           2. The Network Security and Privacy Liability policy shall contain the following endorsements  
2 which shall accompany the COI:

3           a. An Additional Insured endorsement naming the *County of Orange, its elected and*  
4 *appointed officials, officers, agents and employees* as Additional Insureds for its vicarious liability.

5           b. A primary and non-contributing endorsement evidencing that CONTRACTOR'S  
6 insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be  
7 excess and non-contributing.

8           J. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving  
9 all rights of subrogation against the *County of Orange, its elected and appointed officials,*  
10 *officers, agents and employees*, or provide blanket coverage, which will state **AS REQUIRED BY**  
11 **WRITTEN AGREEMENT.**

12           K. All insurance policies required by this Agreement shall waive all rights of subrogation against  
13 the County of Orange, its elected and appointed officials, officers, agents and employees when acting  
14 within the scope of their appointment or employment.

15           L. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy  
16 cancellation and within ten (10) days for non-payment of premium and provide a copy of the cancellation  
17 notice to COUNTY. Failure to provide written notice of cancellation shall constitute a breach of  
18 CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or terminate this  
19 Agreement.

20           M. If CONTRACTOR's Professional Liability and Network Security & Privacy Liability are  
21 "Claims -Made" policies, CONTRACTOR shall agree to maintain coverage for two (2) years following  
22 the completion of the Agreement.

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

25           O. Insurance certificates should be forwarded to the agency/department address specified in the  
26 Referenced Contract Provisions of this Agreement.

27           P. If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7)  
28 days of notification by CEO/Purchasing or the agency/department purchasing division, it shall constitute  
29 a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or terminate  
30 this Agreement.

31           Q. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance  
32 of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in  
33 insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect  
34 COUNTY.

35           R. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If  
36 CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with  
37 COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this

1 Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled  
2 to all legal remedies.

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

6 **T. SUBMISSION OF INSURANCE DOCUMENTS**

7 1. The COI and endorsements shall be provided to COUNTY as follows:

8 a. Prior to the start date of this Agreement.

9 b. No later than the expiration date for each policy.

10 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding  
11 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

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

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

17 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR  
18 pursuant to any and all agreements between COUNTY and CONTRACTOR until such time that the  
19 required COI and endorsements that meet the insurance provisions stipulated in this Agreement are  
20 submitted to ADMINISTRATOR.

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

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

27 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any  
28 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs  
29 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

30  
31 **XV. INSPECTIONS AND AUDITS**

32 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative  
33 of the State of California, the Secretary of the United States Department of Health and Human Services,  
34 the Comptroller General of the United States, or any other of their authorized representatives, shall to the  
35 extent permissible under applicable law have access to any books, documents, and records, including but  
36 not limited to, financial statements, general ledgers, relevant accounting systems, medical and Client  
37 records, of CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding

1 to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making  
2 transcripts during the periods of retention set forth in the Records Management and Maintenance  
3 Paragraph of this Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the  
4 services provided pursuant to this Agreement, and the premises in which they are provided.

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

9 C. AUDIT RESPONSE

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

15 2. If the audit reveals that money is payable from one Party to the other, that is, reimbursement  
16 by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said  
17 funds shall be due and payable from one Party to the other within sixty (60) calendar days of receipt of  
18 the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement  
19 is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies  
20 provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the  
21 reimbursement due COUNTY.

22 D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare and file with  
23 ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures as may be  
24 required during the term of this Agreement.

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

30 **XVI. LICENSES AND LAWS**

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

37 //



1 | permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be  
2 | cause for termination of this Agreement.

3 | B. CONTRACTOR shall comply with all applicable governmental laws, regulations, and  
4 | requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and  
5 | requirements shall include, but not be limited to, the following:

- 6 | 1. ARRA of 2009.
- 7 | 2. Trafficking Victims Protection Act of 2000.
- 8 | 3. CFR, Title 42, Public Health.
- 9 | 4. Public Law 107-110, No Child Left Behind Act of 2001.
- 10 | 5. 42 CFR, Public Health 20 USC §7183, Pro-Children Act of 1994.
- 11 | 6. PC §11164 et seq., Child Abuse and Neglect Reporting Act.

### 12 | **XVII. LITERATURE ADVERTISEMENTS AND SOCIAL MEDIA**

13 | A. Any written information or literature, including educational or promotional materials, distributed  
14 | by CONTRACTOR to any person or organization for purposes directly or indirectly related to this  
15 | Agreement must be approved at least thirty (30) days in advance and in writing by ADMINISTRATOR  
16 | before distribution. For the purposes of this Agreement, distribution of written materials shall include,  
17 | but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such  
18 | as the Internet.  
19 |

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

23 | C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly  
24 | available social media sites) in support of the services described within this Agreement, CONTRACTOR  
25 | shall develop social media policies and procedures and have them available to ADMINISTRATOR upon  
26 | reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used  
27 | to either directly or indirectly support the services described within this Agreement. CONTRACTOR  
28 | shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media  
29 | developed in support of the services described within this Agreement. CONTRACTOR shall also include  
30 | any required funding statement information on social media when required by ADMINISTRATOR.

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

### 33 | **XVIII. AMOUNT NOT TO EXCEED**

34 | A. The Aggregate Amount Not To Exceed of COUNTY for services provided in accordance with  
35 | all agreements for CalFresh Healthy Living Services is as specified in the Referenced Contract Provisions  
36 | of this Agreement. This specific Agreement with CONTRACTOR is only one of several agreements to  
37 |

1 | which this Aggregate Amount Not To Exceed applies. It therefore is understood by the Parties that  
2 | reimbursement to CONTRACTOR will be only a fraction of this Aggregate Amount Not To Exceed.

3 | B. ADMINISTRATOR may amend the Aggregate Amount Not To Exceed by an amount not to  
4 | exceed ten percent (10%) of the Period One funding for this Agreement.

## 6 | **XIX. MINIMUM WAGE LAWS**

7 | A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and  
8 | State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal  
9 | or California Minimum Wage to all its Covered Individuals (as defined within the “Compliance”  
10 | paragraph of this Agreement) that directly or indirectly provide services pursuant to this Agreement, in  
11 | any manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals  
12 | providing services pursuant to this Agreement be paid no less than the greater of the federal or California  
13 | Minimum Wage.

14 | B. CONTRACTOR shall comply and verify that its Covered Individuals comply with all other  
15 | federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor  
16 | standards pursuant to providing services pursuant to this Agreement.

17 | C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR,  
18 | where applicable, shall comply with the prevailing wage and related requirements, as provided for in  
19 | accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State  
20 | of California (§§1770, et seq.), as it now exists or may hereafter be amended.

## 22 | **XX. NONDISCRIMINATION**

### 23 | A. EMPLOYMENT

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

34 | 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or  
35 | applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or  
36 | recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection  
37 | for training, including apprenticeship.

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

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

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

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

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

- 30           1. Denying a Client or potential Client any service, benefit, or accommodation.
- 31           2. Providing any service or benefit to a Client which is different or is provided in a different  
32 manner or at a different time from that provided to other Clients.
- 33           3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by  
34 others receiving any service and/or benefit.
- 35           4. Treating a Client differently from others in satisfying any admission requirement or  
36 condition, or eligibility requirement or condition, which individuals must meet in order to be provided  
37 any service and/or benefit.

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

2 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all Clients  
3 through a written statement that CONTRACTOR’s and/or subcontractor’s Clients may file all complaints  
4 alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and  
5 ADMINISTRATOR.

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

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

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

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

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

## 28 **XXI. NOTICES**

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

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

34 2. When faxed, transmission confirmed;

35 3. When sent by Email; or

36 //

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

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

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

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

13  
14 **XXII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

22  
23 **XXIII. RECORDS MANAGEMENT AND MAINTENANCE**

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

27 B. CONTRACTOR shall ensure appropriate financial records related to cost reporting, expenditure,  
28 revenue, billings, etc., are prepared and maintained accurately and appropriately.

29 C. CONTRACTOR shall ensure all appropriate state and federal standards of documentation,  
30 preparation, and confidentiality of records related to Client records are met at all times.

31 D. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the  
32 commencement of the Agreement, unless a longer period is required due to legal proceedings such as  
33 litigations and/or settlement of claims.

34 E. CONTRACTOR shall make records pertaining to the costs of services, Client fees, charges,  
35 billings, and revenues available at one (1) location within the limits of the County of Orange.

36 //

37 //

1 F. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may  
2 provide written approval to CONTRACTOR to maintain records in a single location, identified by  
3 CONTRACTOR.

4 G. CONTRACTOR may be required to retain all records involving litigation proceedings and  
5 settlement of claims for a longer term as directed by ADMINISTRATOR.

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

#### 9 10 **XXIV. RESEARCH AND PUBLICATION**

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

#### 14 15 **XXV. SEVERABILITY**

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

#### 21 22 **XXVI. SPECIAL PROVISIONS**

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

- 25 1. Making cash payments to intended recipients of services through this Agreement.
- 26 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications  
27 and reports in compliance with this requirement pursuant to Title 31, USC, § 1352 (e.g., limitation on use  
28 of appropriated funds to influence certain federal contracting and financial transactions).
- 29 3. Fundraising.
- 30 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
31 CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of  
32 Directors or governing body.
- 33 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body  
34 for expenses or services.
- 35 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,  
36 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized  
37 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.

1 7. Paying an individual salary or compensation for services at a rate in excess of the current  
2 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule  
3 may be found at www.opm.gov.

4 8. Severance pay for separating employees.

5 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building  
6 codes and obtaining all necessary building permits for any associated construction.

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

9 1. Funding travel or training (excluding mileage or parking).

10 2. Making phone calls outside of the local area unless documented to be directly for the purpose  
11 of Client care.

12 3. Payment for grant writing, consultants, certified public accounting, or legal services.

13 4. Purchase of artwork or other items that are for decorative purposes and do not directly  
14 contribute to the quality of services to be provided pursuant to this Agreement.

#### 15 **XXVII. STATUS OF CONTRACTOR**

16  
17 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be  
18 wholly responsible for the manner in which it performs the services required of it by the terms of this  
19 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and  
20 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the  
21 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR  
22 or any of CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors.  
23 CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants,  
24 volunteers, interns, or subcontractors as they relate to the services to be provided during the course and  
25 scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers, interns, or  
26 subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and shall not be  
27 considered in any manner to be COUNTY's employees.

#### 28 **PARA XXVIII. TERM**

29  
30 A. This specific Agreement with CONTRACTOR is only one of several agreements to which the  
31 term of this Agreement applies. This specific Agreement shall commence as specified in the Referenced  
32 Contract Provisions of this Agreement or the execution date, whichever is later. This specific Agreement  
33 shall terminate as specified in the Referenced Contract Provisions of this Agreement, unless otherwise  
34 sooner terminated as provided in this Agreement. CONTRACTOR shall be obligated to perform such  
35 duties as would normally extend beyond this term, including but not limited to, obligations with respect  
36 to confidentiality, indemnification, audits, reporting and accounting.

37 //

1 B. Any administrative duty or obligation to be performed pursuant to this Agreement on a weekend  
2 or holiday may be performed on the next regular business day.

### 4 **XXIX. TERMINATION**

5 A. CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted  
6 objectives and requirements as indicated in this Agreement. CONTRACTOR shall be subject to the  
7 issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet  
8 goals and expectations, and/or for non-compliance. If CAPs are not completed within timeframe as  
9 determined by ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved  
10 and/or the Agreement could be terminated.

11 B. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence of  
12 any of the following events:

13 1. The loss by CONTRACTOR of legal capacity.  
14 2. Cessation of services.  
15 3. The delegation or assignment of CONTRACTOR's services, operation or administration to  
16 another entity without the prior written consent of COUNTY.

17 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty  
18 required pursuant to this Agreement.

19 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this  
20 Agreement.

21 6. The continued incapacity of any physician or licensed person to perform duties required  
22 pursuant to this Agreement.

23 7. Unethical conduct or malpractice by any physician or licensed person providing services  
24 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR  
25 removes such physician or licensed person from serving persons treated or assisted pursuant to this  
26 Agreement.

### 27 **C. CONTINGENT FUNDING**

28 1. Any obligation of COUNTY under this Agreement is contingent upon the following:

29 a. The continued availability of federal, state and county funds for reimbursement of  
30 COUNTY's expenditures, and

31 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)  
32 approved by the Board of Supervisors.

33 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,  
34 terminate or renegotiate this Agreement upon thirty (30) calendar days' written notice given  
35 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated funding,  
36 CONTRACTOR shall not be obligated to accept the renegotiated terms.

37 //



1 D. In the event this Agreement is suspended or terminated prior to the completion of the term as  
2 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole  
3 discretion, reduce the Amount Not To Exceed of this Agreement to be consistent with the reduced term  
4 of the Agreement.

5 E. In the event this Agreement is terminated CONTRACTOR shall do the following:

6 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is  
7 consistent with recognized standards of quality care and prudent business practice.

8 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract  
9 performance during the remaining contract term.

10 3. Until the date of termination, continue to provide the same level of service required by this  
11 Agreement.

12 4. If Clients are to be transferred to another facility for services, furnish ADMINISTRATOR,  
13 upon request, all Client information and records deemed necessary by ADMINISTRATOR to effect an  
14 orderly transfer.

15 5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner consistent with  
16 Client's best interests.

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

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

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

27 9. Provide written notice of termination of services to each Client being served under this  
28 Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of  
29 termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendars  
30 day period.

31 F. COUNTY may terminate this Agreement, without cause, upon thirty (30) calendar days' written  
32 notice. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be  
33 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

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**XXX. THIRD PARTY BENEFICIARY**

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

**XXXI. WAIVER OF DEFAULT OR BREACH**

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

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

3  
4 ONEOC

5  
6 BY: DocuSigned by:  
7 Tim Strauch  
8 4A234C3E2885415...

DATED: 9/30/2021

9 TITLE: President & CEO

10  
11 BY: \_\_\_\_\_

DATED: \_\_\_\_\_

12  
13 TITLE: \_\_\_\_\_

14  
15  
16 COUNTY OF ORANGE

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18  
19 BY: \_\_\_\_\_  
20 HEALTH CARE AGENCY

DATED: \_\_\_\_\_

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36 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any  
37 Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. 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  
 CALFRESH HEALTHY LIVING SERVICES  
 BETWEEN  
 COUNTY OF ORANGE  
 AND  
 ONEOC  
 NOVEMBER 15, 2021 THROUGH SEPTEMBER 30, 2023

**I. IDENTIFICATION OF SERVICES**

CONTRACTOR agrees to provide the following CalFresh Healthy Living Services pursuant to the terms and conditions specified in the Agreement for provision of such services by and between COUNTY and CONTRACTOR dated November 15, 2021 as hereinafter indicated. CONTRACTOR and COUNTY may mutually agree, in writing, to add or delete services to be provided by CONTRACTOR.

Learn: Early Care and Education Facilities – Anaheim	
Learn: Schools (K-12, Elementary, Middle, High) – Anaheim	
Learn: Before and After School Programs – Anaheim	
Shop: Food Assistance Sites, Food Banks, and Food Pantries – Anaheim	
Shop: Retail (Small or Large) – Anaheim	
Play (Parks and Open Spaces) – Anaheim	
Learn: Early Care and Education Facilities – Buena Park	
Learn: Schools (K-12, Elementary, Middle, High) – Buena Park	X
Learn: Before and After School Programs – Buena Park	
Shop: Food Assistance Sites, Food Banks, and Food Pantries – Buena Park	
Shop: Retail (Small or Large) – Buena Park	

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Play (Parks and Open Spaces) – Buena Park	
Learn: Early Care and Education Facilities – La Habra	
Learn: Schools (K-12, Elementary, Middle, High) – La Habra	X
Learn: Before and After School Programs – La Habra	
Shop: Food Assistance Sites, Food Banks, and Food Pantries – La Habra	
Shop: Retail (Small or Large) – La Habra	
Play (Parks and Open Spaces) – La Habra	
Learn: Early Care and Education Facilities – Santa Ana	
Learn: Schools (K-12, Elementary, Middle, High) – Santa Ana	X
Learn: Before and After School Programs – Santa Ana	
Shop: Food Assistance Sites, Food Banks, and Food Pantries – Santa Ana	
Shop: Retail (Small or Large) – Santa Ana	
Play (Parks and Open Spaces – Santa Ana	

1 EXHIBIT B  
 2 TO AGREEMENT FOR PROVISION OF  
 3 CALFRESH HEALTHY LIVING SERVICES  
 4 BETWEEN  
 5 COUNTY OF ORANGE  
 6 AND  
 7 ONEOC  
 8 NOVEMBER 15, 2021 THROUGH SEPTEMBER 30, 2023  
 9

10 **I. BUDGET**

11 A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph for each Period  
12 as set forth in this Exhibit B to the Agreement.

13 1. Period One shall be based on services provided from November 15, 2021 through September  
14 30, 2022.

15 2. Period Two shall be based on serviced provided from October 1, 2022 through September  
16 30, 2023.

17 B. CONTRACTOR agrees that the number and type of services and corresponding Aggregate  
18 Amount Not To Exceed for each Period, may be adjusted by mutual agreement of ADMINISTRATOR  
19 and CONTRACTOR during the term of the Agreement; provided, however that the total of any such  
20 adjustments shall not cause the total budget to exceed the Amount Not To Exceed for each Period as set  
21 forth in the Referenced Contract Provisions of the Agreement.

22 C. Catalog of Federal Domestic Assistance (CFDA) Information

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

25

26 CFDA Year: 2021-2023  
 27 CFDA No.: 10.551  
 28 Program Title: State Administrative  
 29 Grants for the Supplemental Nutrition Assistance Program CA  
 30 Federal Agency: Department of Agriculture/Food and Nutrition Service  
 31 Award Name: The Nutrition Education and Obesity Prevention Program  
 32 Amount: \$ 850,000(estimated)  
 33

34 2. CONTRACTOR may be required to have an audit conducted in accordance with  
35 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200. CONTRACTOR  
36 shall be responsible for complying with any federal audit requirements within the reporting period  
37 specified by 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200.

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

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

## 5 6 **II. COMMON TERMS AND DEFINITIONS**

7 A. The Parties agree to the following terms and definitions, and to those terms and definitions which,  
8 for convenience, are set forth elsewhere in this Agreement.

9 1. Activity Tracking Form (ATF): An internal document used to track progress in the areas of  
10 Community Engagement, Coordination and Collaboration and Training/Technical Assistance where  
11 people learn, shop and play.

12 2. BiWeekly Time Log: ADMINISTRATOR approved documentation of staff hours spent on  
13 nutrition education, physical activity, administration and paid time off.

14 3. CalFresh: The name used in California for the USDA's SNAP, formerly known as Food  
15 Stamps.

16 4. Direct Education: Interventions where a participant is actively engaged in the learning  
17 process with an educator and/or interactive media. Direct education is at least twenty (20) minutes and  
18 data such as age, gender, and race/ethnicity is collected for each participant. Direct education includes a  
19 nutrition education class, but does not include, for example, attending a health fair or hearing an  
20 advertisement promoting the health benefits of vegetables on the radio. CONTRACTOR is required to  
21 implement curricula in their entirety, without omitting any lessons or other material unless it is described  
22 as optional and training materials and lesson plans provided with curricula are implemented as intended  
23 within an evidence-based intervention.

24 5. Indirect Education: The distribution of information and resources, including any mass  
25 communications, public events, and materials distribution that do not meet the definitions of Direct  
26 Education. Information on the number of individuals reached and their demographics would be estimated.

27 6. Integrated Work Plan: Refers to the State approved plan that represents the collective and  
28 integrated plan of all CFHL funded entities in Orange County. It details the objectives and activities to be  
29 completed.

30 7. Intervention: A specific set of evidence-based, behaviorally-focused activities and/or actions  
31 to promote healthy eating and active lifestyles.

32 8. NEOP-OC: The abbreviated name given to the services provided by the California  
33 Department of Public Health Nutrition Education and Obesity Prevention Program awarded to the Orange  
34 County local health department to implement the Supplemental Nutrition Assistance Program-Education  
35 project.

36 9. Nutrition Education and Obesity Prevention: Activities aimed at improving nutritional habits  
37 and decreasing the risk for obesity, and may be abbreviated as NEOP.

1           10. Program Evaluation and Reporting System (PEARS): Is an online evaluation and reporting  
2 system created by Kansas State University. It will be used to provide information necessary to complete  
3 the federally required Education and Administrative Reporting System (EARS) reporting, as well as to  
4 report additional program and evaluation activities and outcomes of interest to California SNAP-Ed.  
5 PEARS is designed to link data with local, state, and national objectives, allowing CDPH-NEOPB and  
6 LHDs to more effectively measure and report program impact. Activities will be reported in the following  
7 PEARS modules: Program Activities (Direct Education ), Indirect Activities (Indirect Education) and  
8 Policies, System and Environmental (PSE) Changes.

9           11. Policies, System, and Environmental (PSE) Changes: Refers to modifications to the  
10 environment to make healthy choices practical and available to individuals within a community.

11           a. Policy: A written statement of an organizational position, decision, or course of action.  
12 Policies will help to guide behavioral changes for audiences served through SNAP-Ed programming.

13           b. Systems: Systems changes are unwritten, ongoing, organizational decisions or changes  
14 that result in new activities reaching large proportions of people the organization serves. Systems changes  
15 alter how the organization or network of organizations conducts business. Systems changes may precede  
16 or follow a written policy.

17           c. Environmental: Includes the built or physical environments which are visual/observable,  
18 but may include economic, social, normative or message environments.

19           12. Settings: Refers to the environment where activities/events take place. Example: Places  
20 where people learn, play and shop.

21           a. Shop: Food Pantries/Distribution sites. Locations where food assistance programs are  
22 available, such as food pantries; CalFresh offices; Women, Infants, and Children (WIC) clinics;  
23 Commodity Supplemental Food Program sites; and many other United States Department of Agriculture  
24 Food and Nutrition Service (USDA-FNS); and emergency food sites. Also included are congregate meal  
25 sites.

26           b. Learn: Home-based and center-based childcare facilities, preschools, schools and after  
27 school programs. Activities in this objective target young children (birth to 4 years) and school age youth  
28 (5-17 years).

29           c. Play: Parks, recreation programs, community-based approaches, youth programs, and  
30 sites participating in Safe Routes to School projects.

31           d. Shop – Retail: Small, medium, and large grocery stores, corner markets and convenience  
32 food stores.

33           13. Site List: List of locations where SNAP-Ed activities may be conducted. Sites are qualified  
34 by using several State approved data sheets such as Census Tract, Free and Reduce Price Meal Percentage  
35 and Means Test Programs.

36           14. Social Ecological Model (SEM): Is a model used to describe how individual, institutional,  
37 and environmental factors combine to influence an individual's health behaviors.



1 15. SNAP-Ed Eligible: Client meets criteria used for determining the target audiences that may  
 2 be served using SNAP-Ed funds, as outlined in the USDA, Food and Nutrition Services, SNAP-Ed Plan  
 3 Guidance for the most current Federal Fiscal Year.

4 16. State: California Department of Public Health, Nutrition Education and Obesity Prevention  
 5 Program Branch.

6 B. ADMINISTRATOR and CONTRACTOR may mutually agree, in writing, to modify the  
 7 Common Terms and Definitions Paragraph of this Exhibit B to the Agreement.

8  
 9 **III. PAYMENTS**

10 A. BASIS FOR REIMBURSEMENT - CONTRACTOR shall submit invoices to  
 11 ADMINISTRATOR. CONTRACTOR's invoice shall be on a form approved or supplied by  
 12 ADMINISTRATOR and provide such information as is required by ADMINISTRATOR. Payments to  
 13 CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of  
 14 the correctly completed invoice form. Provided, however, the total of such payments to CONTRACTOR  
 15 and all other COUNTY contract providers for all CalFresh Healthy Living Services shall not exceed  
 16 COUNTY's Amount Not To Exceed as set forth in the Referenced Contract Provisions of the Agreement;  
 17 and provided further, that CONTRACTOR's costs are allowable pursuant to applicable county, federal,  
 18 and state regulations. All payments are interim payments only, and subject to final settlement in  
 19 accordance with the Cost Report Paragraph of the Agreement.

20 1. COUNTY shall reimburse CONTRACTOR monthly, in arrears, for the fee-for service for  
 21 providing services described hereunder:

Target Population	Direct Education	Indirect Education
Learn: Early Care and Education Facilities		
4 years old & under	\$40.00/Unduplicated Individuals	\$10.00/Individual
18 to 59 Years	\$30.00/Unduplicated Individuals	\$10.00/Individual
Learn: Schools (K-12, Elementary, Middle, High)		
5 to 17 Years	\$60.00/Unduplicated Individuals	\$15.00/Individual
18 to 59 Years	\$40.00/Unduplicated Individuals	\$10.00/Individual
Learn: Before and After School Programs		
5 to 17 Years	\$25.00/Unduplicated Individuals	\$10.00/Individual

1	Shop: Food Assistance		
2	Sites, Food Banks, and Food		
3	Pantries		
4			
5	18 to 59 Years	\$25.00/Unduplicated Individuals	\$10.00/Individual
6	60 Years and Older	\$25.00/Unduplicated Individuals	\$10.00/Individual
7			
8	Shop: Retail (Small or		
9	Large)		
10	18 to 59 Years	\$30.00/Unduplicated Individuals	\$10.00/Individual
11	Play (Parks and Open		
12	Spaces		
13	5 to 17 Years		
14	18 to 59 Years	\$30.00/Unduplicated Individuals	\$10.00/Individual
15	60 Years and Older		
16			
17			
18	Additional Fees		
19	Meetings and Trainings	\$25.00/Hour	
20	Evaluations	\$10.00/Individual	

21  
22 B. Billings are due by the twentieth (20th) calendar day of each month.

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

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

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

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

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## II. RECORDS

1  
2 A. ACTIVITY RECORDS – CONTRACTOR shall maintain adequate records of its services  
3 provided in sufficient detail to permit an evaluation of services. Examples of records include ARFs, ATFs,  
4 sign in sheets, PEARS entries, training logs, agendas, curricula and nutrition education supports used (i.e.  
5 recipes, handouts, etc.).

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

11 C. RECORD RETENTION – CONTRACTOR shall maintain all activity, source documents,  
12 reports, and final records through December 31, 2030.

13 D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Records  
14 Paragraph of this Exhibit B to the Agreement.

## III. REPORTS

15  
16  
17 A. CONTRACTOR shall submit, on forms provided or approved by ADMINISTRATOR, financial  
18 and/or programmatic reports as requested by ADMINISTRATOR concerning CONTRACTOR's  
19 activities as they relate to this Agreement. ADMINISTRATOR will be specific as to the nature of the  
20 information requested and allow thirty (30) calendar days for CONTRACTOR to respond.  
21 CONTRACTOR understands that failure to provide reports or meet any of the requirements of this  
22 Reports Paragraph shall be cause for ADMINISTRATOR to withhold or delay any or a portion of  
23 payments to CONTRACTOR, as specified in the Payments Paragraph of this Exhibit B to the Agreement.

### B. FISCAL

24  
25 1. Monthly reports, submitted with CONTRACTOR's billings, which shall include, at a  
26 minimum, the Units of Service (UoS) achieved and number of staff hours worked, but not be limited to  
27 the following unless otherwise agreed to in writing by ADMINISTRATOR. These reports shall be due  
28 to ADMINISTRATOR no later than the twentieth (20th) calendar day following the end of each month  
29 reported, unless otherwise agreed to in writing by ADMINISTRATOR.

30 2. CONTRACTOR shall electronically submit a monthly expenditure report to  
31 ADMINISTRATOR and designated COUNTY staff, in support of the monthly invoice. These reports  
32 shall be on a form provided or approved by ADMINISTRATOR, and shall include the units of service  
33 provided, staffing details, supporting documents to support the activities and expenditures (i.e. receipts,  
34 timesheets, bi-weekly time logs, etc.) and actual costs for each of CONTRACTOR's program(s) or cost  
35 center(s) described in the Services Paragraph of this Exhibit B to the Agreement.

36 3. CONTRACTOR shall submit monthly, year-end projection reports to ADMINISTRATOR.  
37 These reports shall be on a form approved or provided by ADMINISTRATOR and shall include, but not

1 be limited to, anticipated year-end actual costs and revenue for CONTRACTOR’s program(s) or cost  
2 center(s) described in the Services Paragraph of this Exhibit B to the Agreement. Said projection reports  
3 shall be submitted by the twentieth (20th) calendar day of each month unless otherwise agreed to in writing  
4 by ADMINISTRATOR.

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

12 C. PROGRAMMATIC

13 1. CONTRACTOR shall provide periodic programmatic reports on forms provided or approved  
14 by ADMINISTRATOR, which shall include, a description of CONTRACTOR’s progress in  
15 implementing the provisions of this Agreement, any pertinent facts or interim findings; staff changes; and  
16 status of licenses and/or certifications. CONTRACTOR shall report on whether or not it is progressing  
17 satisfactorily in achieving all the terms of the Agreement, and if not, shall specify what steps will be taken  
18 to achieve satisfactory progress. These periodic programmatic reports shall be submitted according to the  
19 timeline specified by ADMINISTRATOR. Summary reports shall provide an overview of all activities  
20 conducted in the project. Activities described under this report must be approved by ADMINISTRATOR  
21 prior to project implementation. Reports shall be on forms provided or approved by ADMINISTRATOR  
22 and are due according to the timeline specified by the ADMINISTRATOR.

23 2. DATA REPORTING – CONTRACTOR shall fully comply with ADMINISTRATOR’s  
24 requirements for data reporting for CFHL funded services. For purposes of this Agreement, data reporting  
25 shall be defined as sending via email to the ADMINISTRATOR the ARFs and completing the  
26 corresponding ATF entries in PEARS by the fifth (5th) calendar day of each month for activities  
27 completed following the end of the month being reported, unless otherwise agreed to in writing by  
28 ADMINISTRATOR.

29 D. ADDITIONAL REPORTS – CONTRACTOR shall provide additional reports (i.e. site lists,  
30 unduplicated count reports, etc.) as required by ADMINISTRATOR, concerning CONTRACTOR’s  
31 activities as they affect the services hereunder. ADMINISTRATOR will be specific as to the nature of  
32 information requested and allow thirty (30) calendar days for CONTRACTOR to respond.

33 E. ADMINISTRATOR and CONTRACTOR may mutually agree, in writing, to modify the Reports  
34 Paragraph of this Exhibit B to the Agreement.

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#### IV. SERVICES

1  
2 A. CONTRACTOR will provide comprehensive direct and indirect nutrition education and physical  
3 activity promotion, in order to make healthy choices easier for the SNAP-Ed eligible audience. In this  
4 way, CONTRACTOR will increase the likelihood that SNAP-Ed eligible individuals will make food and  
5 physical activity choices that support their health and well-being.

6 B. Federal funding for CFHL requires a County Integrated Work Plan (IWP) that reflects the joint  
7 efforts of HCA and Catholic Charities of Orange County to conduct SNAP-Ed activities. Approved by  
8 the USDA and California Department of Social Services, the IWP highlights the setting where activities  
9 are conducted. CONTRACTOR requirements include: direct education and indirect education.

10 C. CONTRACTOR shall provide CFHL services as follows:

##### 11 1. DIRECT EDUCATION

12 a. CONTRACTOR shall annually reach 2,790 SNAP-Ed eligible individuals with direct  
13 education which may be single session and/or a series of classes at sites where people learn, shop and play  
14 for Period One covering November 15, 2021 through September 30, 2022.

15 b. CONTRACTOR shall annually reach 2,790 SNAP-Ed eligible individuals with direct  
16 education which may be single session and/or a series of classes at sites where people learn, shop and play  
17 for Period Two covering October 1, 2022 through September 30, 2023.

18 c. CONTRACTOR shall assure provision of direct nutrition education using USDA  
19 approved curricula and/or materials to SNAP-Ed eligible participants. Obtain written approval in advance  
20 from the ADMINISTRATOR for use of other curricula and/or materials before use.

21 d. CONTRACTOR shall provide direct education by using a minimum of one or a  
22 combination of delivery models below:

23 1) Trained/licensed expert – In this model, nutrition education and/or physical activity  
24 classes are led by an individual who has received formal training.

25 2) Train-the-Trainer – In this model, a skilled expert in pedagogy related to nutrition  
26 education and physical activity promotion trains other people in order to reach a wide audience.

27 3). Peer-to-Peer Education (Promotora Model) – In this model, a peer educator,  
28 someone from the community he/she serves, provides education and resources to members of the  
29 community who may share similar social backgrounds or life experiences.

30 e. CONTRACTOR shall provide direct education only at sites on the State approved list.  
31 CONTRACTOR is expected to consult with and obtain approval from the ADMINISTRATOR before  
32 conducting activities at sites to ensure compliance and avoid duplication of services.

##### 33 2. INDIRECT EDUCATION

34 a. CONTRACTOR shall annually reach 4,735 SNAP-Ed eligible individuals with indirect  
35 education which may be single session and/or a series of classes at sites where people learn, shop and play  
36 for Period One covering November 15, 2021 through September 30, 2022.

37 //

1 b. CONTRACTOR shall annually reach 4,735 SNAP-Ed eligible individuals with indirect  
2 education which may be single session and/or a series of classes at sites where people learn, shop and play  
3 for Period Two covering October 1, 2022 through September 30, 2023.

4 c. USDA defines Indirect Education as the distribution of information and resources,  
5 including any mass communications, public events, materials distribution and classes that do not meet the  
6 definitions of Direct Education.

7 d. Indirect education must use USDA/CDPH approved curricula and materials and may  
8 include social marketing initiatives. Social Marketing is defined as a consumer-focused, research-based  
9 process to plan, implement and evaluate interventions that are designed to influence the voluntary  
10 behavior of a large number of people in the target audience. Requests for other materials must be obtained  
11 in writing from COUNTY before use.

### 12 3. EVALUATION

13 a. CONTRACTOR may conduct and complete COUNTY-prescribed methods and  
14 procedures to evaluate direct and indirect education.

15 b. CONTRACTOR is required to record and report activities through local and State forms  
16 and electronic systems PEARS, ARFs, ATF, etc. CONTRACTOR must maintain backup documentation  
17 to support online entries through December 31, 2029.

18 c. CONTRACTOR may conduct ADMINISTRATOR prescribed surveys with partners,  
19 staff and SNAP-Ed participants to determine topics of interest, basic knowledge/behavioral changes  
20 associated with services and satisfaction with the program and activities. Evaluation may include  
21 appropriateness of materials distributed, effectiveness of education shared at events and classes. Results  
22 used for continuous quality improvement.

23 d. CONTRACTOR will conduct IOE as prescribed by ADMINISTRATOR by obtaining a  
24 minimum of ADMINISTRATOR REQUIRED matched pre/post CFHL-allowable, validated survey tools  
25 per year from adults /youth completing a series of classes at approved setting.

### 26 4. ADMINISTRATIVE REQUIREMENTS

27 a. CONTRACTOR shall comply with, at a minimum, the following requirements as the  
28 backbone agency:

29 1. Attend ADMINISTRATOR required meetings, as defined in the State approved  
30 county IWP, to share information and coordinate with local community-based partners. Examples of  
31 partners include: CNAP, NuPAC, Parents for a Healthy Neighborhood Orange County Food Access  
32 Coalition, Farm to School Task Force, Orange County Health Improvement Partnership workgroups,  
33 Abound Food Care, etc. CONTRACTOR must request from ADMINISTRATOR approval of  
34 attendance/participation in city wide meetings outside of the prescribed list or plan.

35 2. Attend periodic ADMINISTRATOR meetings as prescribed/instructed by  
36 ADMINISTRATOR.

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1 3. Attend and/or complete ADMINISTRATOR directed trainings, webinars,  
2 conferences and workshops (e.g. Civil Rights, Nutrition Classes, State sponsored program and fiscal  
3 webinars, etc.) Obtain written approval in advance from the ADMINISTRATOR to attend all  
4 trainings/travel not budgeted in the Agreement.

5 4. Obtain written approval in advance from the ADMINISTRATOR for the use and/or  
6 purchase of items (i.e. curricula, handouts, nutrition education, materials, etc.) not budgeted and/or from  
7 the IWP.

8 5. Obtain written approval in advance from the ADMINISTRATOR to conduct  
9 activities at sites not on the current State approved site list.

10 D. ADMINISTRATOR and CONTRACTOR may mutually agree, in writing, to modify the Services  
11 Paragraph of this Exhibit B to the Agreement.

12  
13 **IV. STAFFING**

14 A. CONTRACTOR shall provide staffing levels and qualifications appropriate to meet the needs of  
15 the Clients. .

16 B. CONTRACTOR shall include bilingual services to meet the needs of the population to be served  
17 under this Agreement. Whenever possible, bilingual staff should be retained.

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

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

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

27 F. All personnel files shall be complete and made readily accessible to ADMINISTRATOR for  
28 purposed of audit and investigations or other reason deemed necessary by ADMINISTRATOR.

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

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