

**Redwood Empire Food Bank**

Agreement to Provide

**SERVICES FOR SENIORS**

Funding Amount: **\$175,000**

Term: **07/01/2025 to 06/30/2026**

Agreement Number: AA-REFB-S4S-2526

Funding Source: Older Californian's Act- Modernization

**AGREEMENT FOR PROVISION OF SERVICES**

This agreement ("Agreement"), dated as of July 1, 2025 ("Effective Date"), is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Redwood Empire Food Bank, a California non-profit Corporation (hereinafter "Contractor").

**RECITALS**

WHEREAS, Contractor represents that it is duly qualified by reason of training, experience, equipment, organization, staffing, and facilities to provide the services contemplated by this Agreement and is experienced in food services for seniors and related services; and

WHEREAS, in the judgment of the Board of Supervisors and Human Services Department it is necessary and desirable to employ the services of Contractor for Services for Seniors;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

**AGREEMENT**

1. **Scope of Services.**

1.1. **Contract Documents.** The following documents, if checked, and the provisions set forth therein are attached hereto and incorporated herein, and shall be dutifully performed according to the terms of this agreement:

☒ **Exhibit A: Scope of Work**

☒ **Exhibit B: Fiscal Provisions/Budget**

☒ **Exhibit C: Insurance Requirements**

☒ **Exhibit D: Assurance of Compliance**

☐ Exhibit E: Additional Federal Requirements

☐ Exhibit F: Professional  
Licensure/Certification

☒ **Exhibit G: Media Communications**

☐ Exhibit H: Accessibility

☐ Exhibit I: Data System Requirements

☐ Exhibit J: Adverse Actions / Complaint  
Procedures

1.2. Contractor's Specified Services. Contractor shall perform the services described in "Exhibit A: Scope of Work" (hereinafter "Exhibit A"), attached hereto and incorporated herein by this reference, and within the times or by the dates provided for in Exhibit A and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

1.3. Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.4. Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.5. Assigned Personnel.

1.5.1. Contractor shall assign only competent personnel to perform work hereunder.

1.5.2. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.

1.5.3. Contractor is required to ensure that all persons working with minor(s) under this Agreement have successfully undergone appropriate and adequate fingerprinting and background checks through the Department of Justice, Federal Bureau of Investigations and Child Abuse Central Index (CACI). Contractor is required to ensure that all persons working with elder or dependent adults under this Agreement have successfully undergone appropriate and adequate background checks and have not been convicted of elder abuse under Penal Code Section 368 or any crime where the victim is 65 or older.

1.5.4. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

1.5.5. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work under this Agreement, Contractor shall remove such person or persons immediately upon receiving written notice from County.

## 2. Payment.

For all services and incidental costs required hereunder, Contractor shall be paid on a cost reimbursement basis in accordance with the budget set forth in "Exhibit B: Fiscal Provisions/Budget" (hereinafter "Exhibit B"), attached hereto and incorporated herein by this reference. Contractor shall be paid an amount not to exceed One Hundred Seventy-Five Thousand Dollars (\$175,000), without the prior written approval of County. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this agreement, payments shall be made within the normal course of county business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

2.1. Overpayment. If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County at County's option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.

2.2. Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

2.2.1. If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

## 3. Term of Agreement.

The term of this Agreement shall be from 07/01/2025 to 06/30/2026 unless terminated earlier in accordance with the provisions of Article 4 below.

## 4. Termination.

4.1. Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving five (5) days written notice to Contractor.

4.2. Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3. Change in Funding. Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event that (1) any state or federal agency or other funder reduces, withholds, terminates or funds are not made available for which the County anticipated using to pay Contractor for services provided under this Agreement or (2) County has exhausted all funds legally available for payments due to become due under this Agreement.

4.4. Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Article 9.19 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.5. Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Article 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.6. Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or the Director of the Human Services Department, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification.

Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees, contractors, subcontractors, or invitees performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is contributory or concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. Subject to Contractor's approval,

County shall have the right to select its legal counsel at Contractor's expense. Contractor may not reasonably withhold its approval. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance.

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described in "Exhibit C: Insurance Requirements" (hereinafter "Exhibit C"), which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work.

The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work.

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not exceed the delegated signature authority of the Department Head and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor.

9.1. Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

9.2. Status of Contractor. The Parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor represents and warrants that

Contractor is an independently established business entity that customarily advertises and provides services of the same nature as the services provided for County under this Agreement, and that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Nothing contained in this Agreement shall be construed to give County the power to direct and control the day-to-day activities of Contractor, and nothing in this Agreement shall be deemed or construed to create the relationship of principal and agent, or of partnership or joint venture, or to give either Party the power or authority to act for, bind, or commit the other Party in any way. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit "A," without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services. Contractor shall provide its own resources, tools and equipment and direct its operation in all respects in performing the services hereunder. This Agreement shall not in any manner restrict Contractor from performing services for other clients or businesses. Contractor is not to be considered an agent or employee of County for any purpose and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3. Subcontractors. No performance of this Agreement or any portion thereof, may be assigned or subcontracted without the express written consent of the County. Any attempt by the Contractor to assign or subcontract any performance of this Agreement without the express written consent of the County shall be invalid and shall constitute a breach of this Agreement.

9.3.1. In the event the Contractor is allowed to subcontract, the County shall look to the Contractor for results of its subcontracts. The Contractor agrees to be responsible for all the subcontractor's acts and omissions to the same extent as if the subcontractors were employees of the Contractor. No subcontracts shall alter in any way any legal responsibility of the Contractor to the County. Whenever the Contractor is authorized to subcontract or assign, the terms of this Agreement shall prevail over those of any such subcontract or assignment.

9.4. No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County.

9.5. Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State

of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.6. Records Maintenance. Contractor shall keep and maintain full and complete program, client, and statistical documentation and financial records, subcontracts and other records concerning all services performed that are compensable under this Agreement and shall make such documents and records available at County's request for inspection at any reasonable time.

9.6.1. Contractor shall retain all records pertinent to this Agreement, including financial, statistical, property, and participant records and supporting documentation for a period of five (5) years from the date of final payment of this Agreement. If, at the end of five years, there is ongoing litigation or an outstanding audit involving those records, Contractor shall retain the records until resolution of the litigation or audit.

9.7. Monitoring, Assessment & Evaluation. Authorized federal, state and/or county representatives shall have, with advance notice and during normal business hours, the right to monitor, assess, evaluate, audit, and examine all administrative, financial and program performance activities and records of Contractor and its subcontractors pursuant to this Agreement. Said monitoring, assessment, evaluation, audit and examination may include, but is not limited to, administrative, financial, statistical, data and procurement processes, inspections of project premises, inspection of food preparation sites as appropriate, interviews of program staff and participants, and examination and/or duplication of records with respect to all matters covered by this Agreement. Contractor shall cooperate with County in this process and shall make program and administrative staff available during any monitoring, assessment, evaluation, audit or examination.

9.8. Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

9.9. Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies – including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Contractor expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.10. Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment practices and in delivery of services because of race, color, ancestry, national origin (including limited English proficiency), religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender status, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding, sex stereotyping), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.10.1. Contractor understands and agrees that administrative methods and/or procedures which have the effect of subjecting individuals to discrimination or otherwise defeating the objectives of the applicable and aforementioned laws will be prohibited.

9.10.2. Contractor shall provide County with a copy of their Equal Employment Opportunity and Affirmative Action policies upon request and shall sign and submit to County an Assurance of Compliance, attached hereto as "Exhibit D: Assurance of Compliance" (hereinafter "Exhibit D"), and incorporated by this reference, in order to certify that contractor is in compliance with the State and Federal laws related to equal employment opportunity and delivery of services.

9.10.3. Contractor and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9.10.4. Any and all subcontracts to perform work under this Agreement shall include the nondiscrimination and compliance provisions of this article and subcontractors shall agree to, sign and submit to Contractor a copy of the Assurance of Compliance, Exhibit D. Contractor shall maintain copies of these Assurances and submit copies to County upon County's request.

9.11. AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.12. Confidentiality. Contractor agrees to maintain the confidentiality of all client information in accordance with all applicable state and federal laws and regulations, including the requirement to implement reasonable and appropriate administrative, physical, and technical safeguards to protect all confidential information. Contractor shall be in compliance with all State and Federal regulations pertaining to the privacy and security of personally identifiable information (hereinafter "PII") and/or protected health information (hereinafter "PHI").

9.12.1. Contractor agrees to comply with the provisions of 45 Code of Federal Regulations 205.50, Section 10850 of the Welfare and Institutions Code, and Division 19 of the California Department of Social Services Manual of Policies and Procedures to assure that all records are confidential, and will not be open to

examination for any purpose not directly connected with the administration of any public social services program.

This Agreement includes funding from the California Department of Aging (CDA) and thus requires adherence to Information Integrity and Security requirements included in Exhibit D of the CDA contract which can be referenced at

[https://www.aging.ca.gov/Providers and Partners/Area Agencies on Aging/Contracts Download Page](https://www.aging.ca.gov/Providers_and_Partners/Area_Agencies_on_Aging/Contracts_Download_Page).

9.12.2. Contractor shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any client. The Contractor shall not use such information for any purpose not directly connected with the administration of the services provided herein. The Contractor shall promptly transmit to the County all requests for disclosure of such information not emanating from the client. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client in writing, any such information to anyone other than the County without prior written authorization from the County. "Personal identifying information" shall include, but not be limited to: name, identifying number, social security number, state driver's license or state identification number, financial account numbers, and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.

9.12.3. No person will publish, disclose or use or permit or cause to be published, disclosed or used any confidential information pertaining to an applicant, recipient, or client.

9.12.4. Contractor agrees to inform all employees, agents and partners of the provisions and that any person knowingly and intentionally violating the provisions of this Article may be guilty of a misdemeanor.

9.12.5. Contractor understands and agrees that this Article shall survive any termination or expiration of this Agreement in accordance with 9.6 above.

9.13. Information Security. In addition to any other provisions of this Agreement, all parties to this Agreement shall be responsible for ensuring that electronic media containing confidential and sensitive client data is protected from unauthorized access. Contractor agrees to report any actual or suspected security incident or actual or suspected breach of PHI, PII or other confidential information within twenty-four (24) hours to the County via email to [Privacy&Security@sonoma-county.org](mailto:Privacy&Security@sonoma-county.org).

9.13.1. Contractor shall ensure that all computer workstations, laptops, tablets, smart-phones and other devices used to store and transmit confidential client data and information are: 1) physically located in areas not freely accessible to or in open view of persons not authorized to have access to confidential data and information, 2) protected by unique secure passwords, and 3) configured to automatically lock or timeout after no more than 30 minutes of inactivity. Contractor shall ensure that users of such computing devices log off or lock their device before leaving it unattended or when done with a session.

9.13.2. Contractor shall encrypt all confidential client data, whether for storage or transmission on portable and non-portable computing and storage devices using non-proprietary, secure, generally-available encryption software. Proprietary encryption algorithms will not be acceptable. Such devices shall include, but not be

limited to, desktop, laptop or notebook computers, optical or magnetic drives, flash or jump drives, and wireless devices such as cellular phones and other handheld computing devices with data storage capability.

9.13.3. Contractor shall ensure all electronic transmission of confidential client data sent outside a secure private network or secure electronic device via email, either in the body of the email or in an attachment, or sent by other file transfer methods is sent via an encrypted method.

9.13.4. Contractor shall apply security patches and upgrades in a timely manner, and keep virus software up-to-date on all systems on which County data may be stored or accessed.

9.13.5. Contractor shall 1) perform regular backups of automated files and databases, and 2) destroy or wipe all confidential client data from all electronic storage media and devices in a manner that prevents recovery of any and all confidential client data in accordance with Article 9.6 above.

9.13.6. All information security requirements stated herein shall be enforced and implemented immediately upon execution of this agreement, and continue beyond the term of the Agreement in accordance with Article 9.6. above.

9.14. Artificial Intelligence Policy. Contractor agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with [the Sonoma County Information Technology Artificial Intelligence \(AI\) Policy](#). No County confidential, restricted, personal, proprietary, or protected data of any kind, including data that is not owned by the County, may be shared (copied, typed, interfaced, etc.) with these platforms. AI technology shall not be used to create work product under this agreement that requires a professional license or certificate and AI technology shall not be used as a replacement for any review and certification by any other licensed professionals.

9.15. Political and Sectarian Activities. Contractor warrants as follows: (a) it shall comply with requirements that no program under this Agreement shall involve political or lobbying activities; (b) it shall not employ or assign participants in the program to any sectarian facility, except as provided by federal and state law or regulation; (c) it shall not use funds made available under this Agreement for political or lobbying activities.

9.16. Drug-Free Workplace. Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by complying with all requirements set forth in the Act.

9.17. Facilities. Contractor warrants that all of the Contractor's facilities: (a) will be adequately supervised, (b) will be maintained in a safe and sanitary condition, (c) will be available for monitoring by County and/or state and federal monitors, (d) are accessible to handicapped individuals if appropriate, and (e) are nonsectarian.

9.18. Mandated Reporting. Contractor, and their employees, must comply with any applicable laws concerning the mandated reporting of abuse or neglect of children, elders age 60 and older or dependent adults, ages 18 to 59. Appropriate mandated reporter training is available from the County's Human Services Department through the Family, Youth and Children Services and Adult Protective Services Divisions. Any person who is not a mandated reporter, who knows or reasonably suspects, that a child or elder or dependent adult has been a victim of abuse may report that abuse to the appropriate Human Services Division or local law enforcement.

9.19. Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.20. Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

10. Demand for Assurance.

Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice.

All notices shall be made in writing and shall be given by personal delivery or by U.S. Mail. Notices shall be addressed as follows:

TO COUNTY:	County of Sonoma, Human Services Department
	Contracts Unit
	3600 Westwind Boulevard
	Santa Rosa, CA 95403
	contracts@schsd.org

TO CONTRACTOR: Redwood Empire Food Bank  
3990 Brickway Blvd.  
Santa Rosa, CA 95403

When a notice is given by a generally recognized overnight courier service, the notice shall be deemed received on the next business day. When a copy of a notice or payment is sent by facsimile or email, the notice shall be deemed received upon transmission as long as (1) the original copy of the notice is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email, (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1. No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2. Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3. Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5. Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6. Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7. Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9. Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

13.10. Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR

Redwood Empire Food Bank

By: \_\_\_\_\_  
Name: Allison Goodwin  
Title: President and CEO

Date: \_\_\_\_\_

COUNTY OF SONOMA

By: \_\_\_\_\_  
Name: Angela Struckmann  
Title: Director, Human Services  
Department

Date: \_\_\_\_\_

APPROVED AS TO SUBSTANCE FOR  
COUNTY

By: \_\_\_\_\_  
Name: Paul Dunaway  
Title: Director, Adult & Aging Services  
Division

[ ] EXEMPT FROM COUNTY COUNSEL  
REVIEW

APPROVED AS TO FORM FOR COUNTY

By: \_\_\_\_\_  
County Counsel

[ ] CERTIFICATES OF INSURANCE ON FILE  
WITH COUNTY

[ ] INSURANCE REQUIREMENT CHANGES  
APPROVED, WAIVED, OR EXEMPTED BY  
RISK MANAGEMENT

By: \_\_\_\_\_

## **Exhibit A: Scopes of Work**

This Exhibit A (Scopes of Work) includes the following, which are attached hereto and incorporated herein by this reference:

- 1. Exhibit A-1: Scope of Work General Requirements**
- 2. Exhibit A-2: Scope of Work – Brown Bag Program**

## **Exhibit A-1: Scope of Work General Requirements**

### **1. Language Capacity:**

Take reasonable steps to ensure that program services are available to Spanish-speaking persons or limited-English speaking persons, including but not limited to the accessibility of services and program information by means of the following:

- a) Bilingual provider staff available.
- b) Translated written information materials, including enrollment information, forms, descriptions of available services and programs, advertising and outreach flyers.

### **2. Equity Statement:**

The County of Sonoma supports fair, accessible, and relevant services that promote equity and social justice for families and individuals. In January 2021, Sonoma County's Board of Supervisors approved a five-year strategic plan, which includes a Racial Equity and Social Justice pillar. The pillar is made up of specific goals and objectives that will lead to normalizing, organizing, and operationalizing a new way of seeing our challenges, conducting analysis, and implementing new policies to ensure a workforce reflective of the community we serve and to achieve racial equity in County service provision.

### **3. Anti-Racist Results-Based Accountability (AR RBA) Plan:**

AR RBA recognizes that inequities in Sonoma County are the result of generations of institutional and structural racism. Advancing equity in our community demands that we look at community and program level data by race and other social demographics to adopt strategies to eliminate inequities. The AR RBA framework centers communities with the greatest need while creating a data driven culture that embodies root cause analysis, participatory practice, organizational self-reflection and authentic relationship building.

Measurable change is a core component of a data driven culture. AR RBA uses Performance Measures to look at the quality, efficiency, and outcome of services. AR RBA asks three Performance Measure questions to get at the most important program outputs and outcomes: How much did we do? How well did we do it? Is anyone better off?

Upon execution of the contract County and Contractor may work to develop Performance Measures reflective of outcomes included in the scope of work. This may include, but is not limited to, attending one (1) AR RBA training, creating an AR RBA plan, submitting quarterly Performance Measure data and participating in periodic AR RBA Turn the Curve conversations.

### **4. Program Income: Under this Agreement, Contractor will:**

- 4.1. Protect the privacy of each participant with respect to contribution made. This privacy protection is to include establishing procedures to safeguard and account for all contributions. Procedures must be submitted to AAA Program Staff within thirty (30) days of the contract's start date.

- 4.2. Ensure that all Program Income is reported and expended under the same terms and conditions as the program funds from which it is generated. Program Income means revenue generated by Contractor from contract-supported activities. See Exhibit B – Fiscal Provisions.
5. Contract Funding: Under this Agreement, Contractor will:
  - 5.1. Agree not to use contract funds to pay the salary or expenses of any individual who is engaging in activities designed to influence legislation or appropriations pending before the Congress (22 CCR § 7364 (a) 2).
  - 5.2. Comply with budget reduction in the event the service levels specified in Section 5 are not attained (22 CCR § 7364 (a) 3).
6. Service Compliance: Under this Agreement, Contractor will:
  - 6.1. Ensure contract is in full contract compliance within 120 days of the beginning date of the contract. County shall evaluate Contractor's capacity to fulfill contract goals if full compliance by this time period has not occurred (22 CCR § 7364 (c)).
  - 6.2. Comply with program standards, service priorities, and responsibilities consistent with statewide standards as they are released or identified by AAA or state licensing body.
  - 6.3. Prevent disclosure of any information about the participant without written consent of the individual.
7. Service Changes: Contractor will ensure that proposed changes affecting the provision of services such as changes in paid program staff, program structure/activities, hours/day(s) of service, site additions, site renovations, and temporary or permanent site closures must be communicated in writing via email to AAA Program Staff within ten (10) days of proposed date of the change.

Funds must supplement and not supplant existing services to participants and will build upon existing state-funded programs to the extent possible.
8. Grievance Policy: The Contractor will ensure the grievance policy is posted, in English and Spanish, in a public space and in compliance with 22 CCR, §7400 *Grievance Process*. In addition, the policy must state the time the agency will take to complete the complaint resolution, indicate that all complaints are kept confidential, and provide the procedure for them to appeal a dissatisfied outcome resolution to the Sonoma County Area Agency on Aging.
9. Mandated Reporting: Contractor will report suspected abuse, neglect, or exploitation of program participants to Sonoma County Adult Protective Services and/or law enforcement. Training will be provided by Sonoma County Adult Protective Services.
10. Service Provider Meetings Requirement: The AAA periodically hosts service provider meetings to share new information with service providers (contractors). Contractor shall designate a representative to attend each Service Provider meeting. It is recommended that Contractor also attend the monthly full AAA Advisory Council meetings. Meetings are held the 3rd Wednesday/month at 1:00 pm.  
<https://sonomacounty.ca.gov/health-and-human-services/human-services/older->

[adults-people-with-disabilities/boards-government-vendors/area-agency-on-aging-advisory-council](#)

11. Security Awareness Training: Contractor's employees, subcontractors/vendors, and volunteers who handle confidential, sensitive and/or personal identifying information must complete the Security Awareness Training module by July 30, or within 30 days of the start date of the contract, or within thirty (30) days of the start date of any new employee, Subcontractor/Vendor, or volunteer's employment. Contractor will send signed certificates to AAA staff. Training may be on an individual or group basis. A sign in sheet for a group presentation is acceptable for group trainings. Access Information Security Awareness training under: [Information Security | California Department of Aging - State of California](#).
12. Transition Plan: In the event the agreement is terminated prior to end of the contract term, Contractor shall submit a transition plan to ensure there will be no break in continued service. Transition plan must be received by County within 15 days of delivery of a written Notice of Termination initiated by Contractor, County, or State. At such time, County will provide required elements to be included in the transition plan to Contractor.

## **Exhibit A-2: Scope of Work**

### **Brown Bag**

TIME FRAME: 7/1/2025 – 6/30/2026

FUNDING: Older Californians Act – Modernization Nutrition

GEOGRAPHIC SERVICE AREA(S): Countywide

---

#### **PROGRAM AREA: Brown Bag**

1. Program Overview: The Brown Bag program provides both surplus, and donated edible fruits, vegetables, and other unsold food products to low-income older adults aged 60 and older in order to help increase nutrient intake and prevent health deterioration. Participants will receive a robust provision of at least 25 pounds (21 meals worth) of healthy surplus food.

The following key actions comprise the plan to deliver the proposed Brown Bag activities to thousands of low-income seniors across Sonoma County:

- Strategically source and procure surplus and donated food through producers/growers, wholesalers, manufacturers, etc. Transport and distribute surplus and donated items, including fresh produce available through partnerships with the California Association of Food Banks.
  - Enlist the help of dedicated volunteers to glean and sort food at Redwood Empire Food Bank's facility in Santa Rosa, assist at distribution sites, and deliver food to homebound seniors where possible.
  - Conduct ongoing outreach with local site hosts to confirm their committed support for efforts and regularly communicate any program changes.
  - Conduct direct outreach to age-eligible seniors to ensure that all elderly individuals in need of services can receive them.
  - Distribute food to senior clients on a monthly, twice monthly, or weekly basis across Sonoma County (depending on the site), through a combination of drive-through, walk-up and porch delivery models to meet participants where they are in a manner that is most convenient for them.
2. California Department of Aging Program Definitions:
    - "Brown Bag" means a program that provides both surplus and donated edible fruits, vegetables, and other unsold food products to older individuals with low income.
    - "Eligible Participant" means an older adult 60 years of age and older with income at or below 185% of the Federal Poverty Level.
    - "Low Income" means income below 185% of the Federal Poverty Level.
  3. Program Requirements: Under this Agreement, Contractor will:
    - 3.1. Deliver the Brown Bag program as follows:

- a) Use funds to provide both surplus and donated edible fruits, vegetables, and other unsold food products to low-income older adults on a regular basis.
  - b) Ensure Compliance with the Following requirements to be monitored by the AAA Registered Dietitian:
    - i. Comply with the California Retail Food Code (CRFC) and local health department regarding safe and sanitary practices.
    - ii. Occupational Safety and Health Administration (OSHA) requirements.
    - iii. Older Californian Act – Modernization – Nutrition Brown Bag program requirements
  - c) Obtain surplus food products for distribution in two ways:
    - i. Food gleaned by volunteers and/or
    - ii. Food donated by farmers, growers, food manufacturers, retail food stores, etc.
  - d) Utilize volunteers and/or staff to glean, collect, sort, transport, and deliver food.
  - e) Operate at least one Brown Bag food distribution site and establish a schedule to maintain distribution of food on a regular basis.
  - f) Utilize an enrollment application to enroll new Brown Bag program participants.
  - g) Have procedures to protect the confidentiality and privacy of client information.
  - h) Surplus produce may be bruised, too ripe, etc. and is not considered of resale quality, yet is still safe for consumption. Surplus processed foods may result from manufacturer over runs, excess inventories, or items close to “best by” date or expiration date.
  - i) Provide a variety of produce and other food products with nutritional value to supplement the diets of older individuals. Such foods include:
    - i. Fresh or frozen fruits and vegetables
    - ii. Breads, cereals, rice, beans, and pasta products
    - iii. Processed foods such as frozen entrees, and canned mixed dishes
  - j) The frequent distribution of dessert type items such as pastries, cookies, and cakes should be avoided.
- 3.2. Provide both surplus and donated edible fruits, vegetables, and other unsold food products to low-income older adult participants 60 years of age and older giving priority to those who may be one or more of the following:
- a) Low-income
  - b) Adults with Disabilities
  - c) Minority

- d) Limited English proficient
  - e) Socially isolated
  - f) LGBTQIA+
  - g) HIV Positive
  - h) Residing in rural areas
  - i) Have the greatest economic and social need
  - j) Are at risk for institutional placement
- 3.3. Plan and implement outreach efforts that target the eligible population, with special attention to rural residents who have no broadband internet or electronic media service, Spanish speakers, multi-cultural, and multi-lingual clientele. Publicity and outreach plans will include specific strategies for addressing challenges to reaching rural residents, minorities, and underserved groups.
- 3.4. Implement staff training, policies, and hiring practices that:
- a) Support and promote cultural competency and inclusivity; and
  - b) Demonstrate an ability to provide culturally and linguistically appropriate services to diverse populations such as Latinx, Black Indigenous People of Color (BIPOC), Lesbian Gay Bisexual Transgender Queer or Questions (LGBTQIA+) and/or other minority and underserved groups.
- 3.5. If applicant cannot be served due to provider resource limitations, participant must be placed on a “wait list”. Wait lists with participant’s city residence, date they were placed on the wait list, their level of priority, and the reason for the inability to provide service must be submitted to the AAA Program Staff with monthly program reports. Reports should not include Personally Identifiable Information (PII).
- 3.6. Discuss with clients how to plan for meals during emergencies, weather-related conditions, and natural disasters.
- 3.7. Include procedures for an evaluation to obtain views of participants about the services received.
- 3.8. Have a paid staff or volunteer designated to be responsible for the day-to-day activities at each site, and physically be on-site during the time that the brown bag distributions are taking place.
- 3.9. Prevent disclosure of any information about the participant without written consent of the individual.
- 3.10. Comply with program standards, service priorities, and responsibilities consistent with statewide standards as they are released or identified by AAA or state licensing body.
- 3.11. Funds must supplement and not supplant existing services to participants and will build upon existing state-funded programs to the extent possible.
4. Location of Services:
- 4.1. Redwood Empire Food Bank Office – 3990 Brickway Blvd. Santa Rosa CA 95403

- 4.2. Distribution Centers at various locations throughout Sonoma County as reported to AAA Program Staff.

5. Units of Service Requirements for Brown Bag Contracted Services:

5.1. Brown Bags distributed: **45,000**

5.2. Unduplicated Older Adults: **10,400**

5.3. Units of service will be reviewed quarterly by AAA staff.

It is expected by December 31 (end of the 2nd quarter), Contractor will have provided 50% of the contracted service units. If the actual service units provided are below the 50% expectation, County and Contractor will meet to discuss the concern. Outcomes may result in Contractor providing a written corrective action plan to County as well as County reallocating funds away from the contractor.

6. Reporting Units of Service:

- 6.1. Data reported must be timely, complete, accurate, and verifiable.
- 6.2. Units of service are based on service plans agreed upon with the Area Agency on Aging (AAA).
- 6.3. Activities will be reported to the AAA on a quarterly basis, utilizing the Adult and Aging Services data collection forms supplied by the AAA. Reports are due by the fifteenth of the month following the end of the quarter, i.e. activities occurring in the first quarter (July – September) will be reported by October 15.
- 6.4. The contractor shall submit program performance reports in accordance with AAA requirements.

## **Exhibit B: Fiscal Provisions/Budget**

### **1. Fiscal Responsibilities.**

In consideration of the obligations to be performed by Contractor herein, Contractor shall be reimbursed for its actual costs, in accordance with the agreed upon budget included herein by reference. Notwithstanding the foregoing, the total amount to be paid to Contractor under the terms of this Agreement shall in no case exceed the amount stated in Article 2 of this Agreement.

1.1. Claiming and Documentation. Contractor shall receive reimbursement for its actual costs by submitting a Monthly Cost Report for reimbursement by the tenth (10<sup>th</sup>) of each month for all services provided to County's clients in the previous month. All costs reported by Contractor shall be supported by appropriate accounting documentation. The documentation shall establish that County is charged a fair and equitable portion of any indirect or shared costs attributable to services performed under this Agreement. The Monthly Cost Report shall be submitted to:

County of Sonoma Human Services Department  
Attn: A&A Accounting ([adultandagingaccountspayable@schsd.org](mailto:adultandagingaccountspayable@schsd.org))  
3600 Westwind Blvd.  
Santa Rosa, CA 95403

1.2. Allowable Costs. No amount or rate negotiated and included in the Contractor's program budget summary or budget backup shall be considered to be an allowable cost in and of itself; such amounts or rates are subject to final approval upon presentation of documentation establishing that actual costs were incurred and are allowable in accordance with Code of Federal Regulations Title 2 CFR Sections 200.420-475.

1.3. Program Income. Program Income is revenue generated by the Contractor from contracted-supported activities, such as voluntary contributions received from a participant or other party for services received.

1.3.1. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

1.3.2. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned.

1.3.3. Program Income must be spent before contract funds and may reduce the total amount of contract funds payable to the Contractor.

1.3.4. If Program Income is earned in excess of the amount reported in the Area Plan Budget, the excess amount may be deferred for use in the first quarter of the following contract period, which is the last quarter of the federal fiscal year.

1.3.5. If Program Income is deferred for use it must be used by the last day of the federal fiscal year and reported when used.

1.3.6. Program Income may not be used to meet the matching requirements of this Agreement.

1.3.7. Program Income must be used to expand baseline services.

1.4. No Supplantation. Contractor must not claim reimbursement under this Agreement for expenditures reimbursed or financed by any other source. No supplantation of program financing by Contractor is contemplated or allowed.

1.5. Indirect Cost Rate. Contractor is responsible for complying with the [Human Services Department Indirect Cost Rate Policy](#).

1.6. Financial Records. Contractor understands and accepts its obligation to establish and maintain financial records of all program expenditures.

1.6.1. Contractor shall maintain a financial management system which ensures control over the use of funds received by Contractor in accordance with generally-accepted accounting principles. Contractor must comply with the provisions for cost allocations contained in Federal Office of Management and Budget 2 CFR Part 200, Subpart E. The inability of Contractor to demonstrate compliance will cause a corresponding reduction in reimbursement.

1.6.1.1. Charges to awards for salaries and wages, whether treated as direct costs or indirect costs, must be based on documented payrolls approved by a responsible official(s) of the organization. The distribution of salaries and wages to various program funding sources must be supported by personnel activity reports (such as timesheets or time studies) except when a substitute system has been approved in writing by the cognizant agency. Such activity reports must account for the total activity for which employees are compensated and must be maintained for all staff members (professionals and nonprofessionals) whose compensation is charged, in whole or in part, to this Agreement.

1.6.2. If it should be determined during the term of this Agreement by the Human Services Department, County Administrator, Auditor-Controller, and/or Board of Supervisors that funds are not being utilized by Contractor in accordance with this Agreement, an audit may be ordered of Contractor's books, financial records, and program records. The cost of this audit shall be deducted from the total paid to Contractor through this Agreement.

1.6.3. In the event that Contractor terminates its business activities, all records related to this Agreement shall be promptly delivered to County by Contractor. Contractor shall be liable for any and all attorneys' fees incurred by County in recovering records pursuant to this section.

## 2. Procurement.

Contractor must maintain documented procurement policies and procedures consistent with federal, state, and local requirements and any procurement must comply with those policies and procedures. For purposes of this Agreement, procurement for goods or services must comply with the [Sonoma County Procurement Thresholds for Goods and Services](#).

If Contractor wishes to purchase equipment exceeding Five Thousand Dollars (\$5,000) which is not specifically identified and approved under this Agreement, Contractor must request in writing permission from County to purchase. If County approves the purchase, Contractor shall provide County with proof of purchase within ten (10) days.

2.1. Contractor shall record the following information when equipment is acquired:

- A. Date acquired;
- B. Equipment Description;
- C. Equipment identification number (serial number);
- D. Cost or other basis of valuation;
- E. Fund source; and
- F. Rate of depreciation (or depreciation schedule), if applicable.

2.2. Any equipment purchased by Contractor for use under this Agreement shall become the property of the State of California immediately upon purchase and title to any such equipment shall remain with County. Contractor shall maintain and exercise adequate controls over that equipment and will be responsible for any loss due to its negligence. Contractor shall exercise the same degree of control and responsibility over equipment out-stationed to it by County. Both purchased and out-stationed equipment shall be covered under Contractor's insurance policies. In addition, Contractor shall notify County and the local police agency within twenty-four (24) hours in the event that any such equipment is lost or stolen.

2.3. All computer hardware and software purchased under this Agreement for use of Contractor shall be considered property of the State of California. Contractor shall ensure that all such hardware and software is maintained in such a way as to preserve its value. Contractor shall make no additions, alterations, or adjustments to any hardware or software purchased under this Agreement.

3. Funding Contingency. Notwithstanding anything contained in the Agreement to the contrary, Contractor acknowledges that any payments to be made to it as provided herein shall be expressly contingent upon the receipt of sufficient funds by County. This contingency is for the express benefit of County and may be waived only by giving express written and executed notice to Contractor.

3.1. Modification of Funding. County reserves the right to modify levels of funding for programs and renegotiate Agreement budgets, if needed, due to increases or decreases in funding. County also reserves the right to request changes in program design in order to accommodate changes made by the funder. The County Human Services Director has authority to request and approve program design changes.

4. Budget Adjustments.

4.1. Request. Request for transfer of funds between line items shall be submitted on a "Line Item Adjustment Request" as provided by the County. The Contractor must provide justification and supporting documentation for the requested revision.

4.2. Approval. The County is authorized to approve and execute a "Line Item Adjustment Request", which details the transfer of funds between Budget line items, and to approve such changes without an Amendment to this Agreement so long as they do not result in an increase in County's maximum financial obligation.

4.3. Adjustments Requiring Written Consent. County's written approval is required prior to the transfer of any program funds between Budget line items when the amount of the individual line item adjustment is more than the greater of \$2,500 or 15% of funds budgeted per line item.

4.4. Equipment. Requests to purchase equipment in excess of Five Thousand Dollars (\$5,000) and not included in original budget shall require County approval prior to purchase.

5. Closeout. Within fifteen (15) calendar days after the termination of this Agreement, Contractor shall submit to County a final cost report showing the actual allowable Agreement costs. If the cost report shows that the actual allowable costs for the term of the Agreement exceeded payments, the County will remit the difference to the Contractor provided that the remittance will not cause the total payments made hereunder to exceed the funding amount set forth in Article 2 of this Agreement. If the cost report shows that the payments exceeded the actual allowable costs for the term of the Agreement, Contractor shall enclose with the cost report funds equal to the difference between payments received and costs incurred. As part of the Closeout, Contractor must submit invoices for any purchased equipment and a complete list of all AAA-owned equipment in the possession of Contractor.

6. Audits. County will conduct a fiscal monitoring annually. In addition, Contractors, who receive multiple Federal Awards which taken together total over One Million Dollars (\$1,000,000), are required to have a single agency audit in accordance with the Federal Office of Management and Budget, 2 CFR Part 200, Subpart F. A copy of this audit must be forwarded to the County/Area Agency on Aging (AAA) by the auditor as soon as it is complete.

6.1. As applicable, the Contractor shall ensure that both State and Federally-Funded expenditures are displayed separately in the single audit report's "Schedule of Expenditures of Federal Awards (SEFA)". The SEFA should include the Assistance Listing Number (ALN) and Pass-through Identifying Contract Number.

7. Repayment.

7.1. Contractor is responsible for the repayment of all audit exceptions and disallowances taken by County, State, or Federal agencies related to activities conducted by Contractor under this Agreement.

7.2. Where unallowable costs have been claimed and reimbursed, they will be refunded to the program that reimbursed the unallowable cost using a cash refund or offset to a subsequent claim.

8. Funding.

8.1. All or part of this Agreement may be paid with Federal awards.

8.2. Federal awards are not for and no funds shall be used for experimental, research, or development (R&D) purposes, within the meaning of 37 CFR Part 401.

8.3. Federally awarded funds must be used in accordance with Federal statutes and regulations. As a pass-through entity, the County is required to provide certain information regarding Federal award(s) to Contractor. County will provide required information regarding the Federal Award upon receipt of funding documents from the funding source.

9. Contractor and its Subcontractor/Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

10. Allocation Summary.

	State	Contract Maximum
<b>Program</b>	State OCA-M Nutrition	
Brown Bag	\$ 175,000	\$ 175,000
<b>Contract Totals:</b>	<b>\$ 175,000</b>	<b>\$ 175,000</b>

11. Budget.

LINE ITEMS FOR PROGRAM COST CATEGORIES	AAA Funds			O-CAM Supportive Services	OCAM-M Nutrition	CalFresh Healthy Living	HICAP State Augmentation	HICAP Reimbursement State	MATCH		NON-MATCH		PROGRAM INCOME	TOTAL
	Federal	State	NSIP						CASH	IN-KIND	CASH	IN-KIND		
<b>PERSONNEL</b>														
Salaries					21,840				419,560		218,900			660,300
Benefits					6,160				102,119		53,660			161,939
<b>TOTAL PERSONNEL</b>					<b>\$28,000</b>				<b>\$521,679</b>		<b>\$272,560</b>			<b>\$822,239</b>
<b>TRAVEL &amp; TRAINING</b>														
Staff Travel														
Staff Training														
<b>TOTAL TRAVEL &amp; TRAINING</b>														
<b>EQUIPMENT</b>														
Expendable Equipment														
Non-expendable Equipment														
<b>TOTAL EQUIPMENT</b>														
<b>CONSULTANTS</b>														
<b>OTHER COSTS:</b>														
Rent/Bldg. Maintenance														
Communications														
Utilities														
Office Supplies														
Printing														
Postage														
Employee Screening/Testing														
Repairs & Maintenance														
Outreach/Advertising														
Outside Services														
Insurance														
Publications/Members														
Other														
Food Acquisition Costs - Donated Food					10,500				11,500					22,000
Food Acquisition Costs - Donated Produce					129,500				659,900					789,400
Distribution Costs (direct warehouse expenses)					3,500				15,700		11,500			30,700
Transportation Costs (direct to distribution sites)					3,500				34,900		23,000			61,400
<b>TOTAL OTHER COSTS</b>					<b>\$147,000</b>				<b>\$722,000</b>		<b>\$34,500</b>			<b>\$903,500</b>
Indirect Costs @ _____ %														
<b>TOTAL PROGRAM COSTS</b>					<b>\$175,000</b>				<b>\$1,243,679</b>		<b>\$307,060</b>			<b>\$1,725,739</b>

## **Exhibit C: Insurance Requirements**

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

### **1. Workers Compensation and Employers Liability Insurance**

- a. Required if Contractor has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

### **2. General Liability Insurance**

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
- d. **The County of Sonoma its Officers, Agents and Employees** shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement.

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance: Certificate of Insurance.

### 3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

### 4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

### 5. Cyber Liability Insurance

#### Network Security & Privacy Liability Insurance:

- a. Minimum Limit: \$2,000,000 per claim or per occurrence, \$2,000,000.00 aggregate.
- b. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business

interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs (including notification costs), regulatory fines and penalties as well as credit monitoring expenses.

- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

## 6. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

## 7. Documentation

- a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- b. The name and address for Additional Insured endorsements and Certificates of Insurance is:  

The County of Sonoma, its Officers, Agents and Employees  
Contracts Unit  
3600 Westwind Boulevard  
Santa Rosa, CA 95403

  

Or pdf to: [contracts@schsd.org](mailto:contracts@schsd.org)
- c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- d. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

**8. Policy Obligations**

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

**9. Material Breach**

If Contractor fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

**Exhibit D: Assurance of Compliance**

**ASSURANCE OF COMPLIANCE WITH  
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

CONTRACTOR HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; Workforce Innovation and Opportunity Act (Public Law 113-128); California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Sections 12960 and 12940 (c), (h) (1), (i), and (j); California Government Code Section 4450; Title 22, California Code of Regulations 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act; Section 1808 of the Removal of Barriers to Inter Ethnic Adoption Act of 1996 (California Government Code Section 7290-7299.8); Sonoma County Ordinance 4291, and other applicable federal, state and local laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, 28 CFR Parts 35 & 42, 41 CFR Parts 60 et seq., and 29 CFR Part 38), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex (including pregnancy, childbirth, or related conditions, sexual orientation, gender identity, gender expression, transgender status and sex stereotyping), color, disability, medical condition (including AIDS and/or HIV), national origin (including limited English proficiency), race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Aging or the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, as applicable, will be prohibited.

BY ACCEPTING THIS ASSURANCE, Contractor agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized State and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, State shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

---

Date

---

Signature

**Exhibit G: Media Communications**

If Contractor provides media communications to the public, including but not limited to flyers, press releases, web or social media posts, public service announcements, or interviews, about any program activities or projects funded under this Agreement, Contractor shall give credit to County as the program's funding source. County reserves the right to review and approve media communications, prior to release. In providing any media coverage referenced above, Contractor shall comply with all confidentiality requirements in Article 9.12.