



CCOF Certification Services, LLC | [www.ccof.org](http://www.ccof.org)

# Certification Services



## Program Manual

**CCOF CERTIFICATION SERVICES, LLC**

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This manual is provided to all operations seeking CCOF certification services. This Manual is available in Spanish. It contains a detailed description of the CCOF CS's certification programs' policies and procedures including the rights and responsibilities of certification clients. The policies and procedures described in this manual are applicable to all clients in certification programs. Additional criteria for the various programs are further described in Program Manuals. All manuals are available at [www.ccof.org](http://www.ccof.org).

Please review this manual carefully.

## TABLE OF CONTENTS

<b>TABLE OF CONTENTS .....</b>	<b>2</b>
<b>SECTION ONE: WELCOME TO CCOF! .....</b>	<b>3</b>
OVERVIEW OF CCOF .....	3
ORGANIZATION STRUCTURE .....	3
CONTACT INFORMATION .....	4
CERTIFICATION SERVICES OFFERED.....	4
ACCREDITATION & RECOGNITION OF CCOF CS.....	5
<b>SECTION TWO: THE CERTIFICATION PROCESS.....</b>	<b>6</b>
MYCCOF – ONLINE CERTIFICATION MANAGEMENT .....	6
THE CERTIFICATION PROCESS.....	6
APPLYING FOR CERTIFICATION .....	6
ON SITE INSPECTIONS .....	8
CERTIFICATION REVIEW AND DECISION .....	10
ORGANIC CERTIFICATE .....	12
RUSH, EXPEDITED AND EXTENDED CERTIFICATION SERVICES .....	12
CHANGES TO CERTIFICATION .....	14
CCOF NAMES AND SEALS .....	15
<b>SECTION THREE: FEES .....</b>	<b>16</b>
GENERAL INFORMATION .....	16
COMMON FEES QUICK REFERENCE.....	18
FEES THAT APPLY TO ALL CLIENTS .....	19
ORGANIC CERTIFICATION FEE SCHEDULE .....	22
OCAL CERTIFICATION FEE SCHEDULE.....	23
ANNUAL FEES FOR SPECIFIC SERVICES (RECURRING).....	24
FEES FOR SPECIFIC SERVICES (ONE TIME FEES BILLED PER ACTIVITY).....	26
NON-PAYMENT OF FEES .....	30
FEE REDUCTIONS, WAIVERS AND DEFERRALS.....	31
<b>SECTION FOUR: ENFORCEMENT, ADVERSE ACTION, SANCTIONS &amp; DUE PROCESS.....</b>	<b>31</b>
ENFORCEMENT .....	32
REGENERATIVE ORGANIC CERTIFIED® ADVERSE ACTION AND CORRECTIVE ACTION PROCESS .....	33
ADVERSE ACTIONS AND SANCTIONS .....	33
MEDIATION .....	36
APPEALS .....	37
<b>SECTION FIVE: CERTIFICATION CATEGORIES .....</b>	<b>39</b>
CERTIFICATION FOR EXEMPT OPERATIONS .....	39
TRANSITIONAL CERTIFICATION .....	39
CONTRACTED PARTNER PROGRAM .....	39
PRIVATE LABELS.....	40
<b>SECTION SIX: POLICIES.....</b>	<b>40</b>
USE OF CONTRACTORS.....	40
CONFIDENTIALITY AND PUBLIC INFORMATION, & DATA REPORTING.....	40
DISCRIMINATION, HARASSMENT AND RETALIATION PREVENTION POLICY .....	41
IMPARTIALITY .....	41
GOVERNING LAW.....	43
CONSENT TO JURISDICTION .....	43
INDEMNIFICATION .....	43
LIMITATION OF LIABILITY .....	44
HOW ARE WE DOING? .....	44
<b>SECTION SEVEN: DEFINITIONS AND TERMINOLOGY .....</b>	<b>44</b>



## SECTION ONE: WELCOME TO CCOF!

### **OVERVIEW OF CCOF**

As one of the first organic certification agencies, CCOF was instrumental in advocating for federal organic legislation; our organic certification standards were used as a foundation for the USDA National Organic Program, finally making “certified organic” a federally regulated claim.

Today, CCOF advances organic agriculture for a healthy world. We advocate on behalf of our members for organic policies, support the growth of organic through education and grants, and provide organic certification that is personal and accessible.

CCOF is a nonprofit organization governed by the people who grow and make our food. Founded in California more than 40 years ago, today our roots span the breadth of North America and our presence is internationally recognized. We are supported by an organic family of farmers, ranchers, processors, retailers, consumers, and policymakers. Together, we work to realize a future where organic *is* the norm.

### **ORGANIZATION STRUCTURE**

A nonprofit with the mission to support organic agriculture through education, research, advocacy and product certification, CCOF is comprised of the following four distinct legal entities:

- CCOF, Inc.
- CCOF Foundation
- CCOF OCal Certification Services, LLC
- CCOF Certification Services, LLC

For more information about the CCOF organization history, structure or activities, visit [www.ccof.org](http://www.ccof.org)

#### **CCOF, Inc.**

CCOF, Inc. is a membership organization that provides cost-effective infrastructure for certification, advocacy, and Foundation programs, including human resources, marketing, and technology to advance CCOF’s mission. CCOF, Inc. is a 501(c)(5) nonprofit organization and is the sole member of CCOF Certification Services, LLC. The CCOF, Inc. oversight body is a Board of Directors consisting of members elected by the membership per the organization’s bylaws. Executive management is provided by the CEO.

#### **CCOF, Inc. Consent to Electronic Transmission**

In order to send and receive official communications to and from CCOF, Inc. via email or fax, or to participate in meetings or votes conducted by electronic means, you must provide consent by signing the CCOF Certification Application/Agreement, and you must provide a valid email address and/or fax number. You are not required to agree to communication via electronic transmission (fax or email). You may request that meeting notices, ballots, and other matters of official business be sent to you via regular postal mail. You have the right to withdraw your written consent at any time by providing CCOF, Inc. With written notice that you are withdrawing your consent relative to the use of electronic transmission. No fee will be charged for withdrawing your consent.

#### **CCOF Foundation**

The CCOF Foundation is a nonprofit 501(c)(3) organization that expands on our education and outreach activities. Governed by the Foundation Board of Trustees, who are appointed by the CCOF, Inc. Board of Directors. Executive management is provided by the Foundation Director. The CCOF Foundation aims to support organic farmers’ efforts to conserve biodiversity, accelerate the transition from conventional agriculture to organic, and educate consumers about the benefits of organic food and farming.

#### **CCOF OCal Certification Services (CS), LLC**

In 2021, CCOF Inc. expanded its business operations to include CCOF OCal Certification Services, LLC to offer “comparable to organic certification” to licensed California cannabis operations pursuant to the California Department of Food and Agriculture and California Department of Public Health’s OCal regulations. OCal Certification Services, LLC



(CCOF OCal CS) is a separate 501(c)5 nonprofit organization providing comparable-to-organic certification for California licensed cannabis producers that are compliant with the OCal standards. CCOF OCal CS is wholly owned by CCOF, Inc.

The CCOF OCal CS LLC has its LLC Management Committee consisting of non CCOF certified volunteers diversely selected by the CCOF Inc. Board of Directors to objectively represent various sectors of the organic industry. Top management is provided by the CCO and Department Directors of CCOF CS, LLC.

### **CCOF Certification Services, LLC (CCOF CS)**

CCOF CS is a 501(c)5 nonprofit organization dedicated to providing certification services for organic crops, livestock, and products. CCOF CS works hard to maintain a thorough and service-oriented organic certification program. All CCOF CS clients benefit from our commitment to service and years of experience.

CCOF developed our organic certification program through the 1970's and '80's, and then later achieved accreditation under the USDA National Organic Program (NOP) when it was implemented in 2002. As the demand for organic products has grown worldwide, CCOF CS has added additional certification services, including export equivalence verification for Canada, the EU/UK, Japan, Korea, Switzerland, Taiwan, organic certification with the Canadian and Mexican regulations, global scheme standards for food safety and regenerative farming.

### **CONTACT INFORMATION**

The CCOF primary office is located at:

**877 Cedar Street, Suite 248, Santa Cruz, CA 95060 USA**

**Phone: (831) 423-2263, Fax: (831) 423-4528**

The office is open from 8:00 am to 5:00 pm, Monday through Friday. You are welcome to stop by anytime during office hours, however, we strongly recommend that you call ahead to make an appointment to ensure that the staff member you are looking for is available to meet with you. The majority of staff members work off-site and may not be available unless you make an appointment.

When the CCOF office is closed you may leave a message or send an email to [ccof@ccof.org](mailto:ccof@ccof.org). Messages are reviewed each business day and staff return calls and emails as soon as possible.

### **CERTIFICATION SERVICES OFFERED**

CCOF CS offers certification services for compliance and/or equivalence with multiple organic and food safety regulations/standards. Some certification services enforce government regulations, such as the state of California, the USA, Canada, and Mexico, while other organic and food safety standards are established by industry working groups or private organizations.

CCOF CS provides certification services with the following regulations, standards and product scopes:

#### **USDA National Organic Program (NOP) 7 CFR Part 205 Compliance**

Operations in the US and Mexico: Crop, Wild Crop, Livestock, Handling/Processing and Retailing

#### **Canadian Organic Regime (COR) CAN/CGSB 32.310 Compliance**

Operations in Canada: Handling/Processing

#### **Mexico Compliance Program**

Operations in Mexico and operations outside of Mexico wishing to sell organic product in Mexico. Scopes: Crop, Wild Crop, Mushrooms/Fungi, Handling/Processing.

#### **Regenerative Organic Alliance: Regenerative Organic Certified® Program**

CCOF offered the Regenerative Organic Certified® program as a pilot program through 2023 to farms, ranches and farm groups located in the United States and holding USDA organic certification with CCOF. Effective January 1, 2024, CCOF offers the program permanently to farms, ranches and farm groups located in the United States that hold USDA organic certification with any accredited certifier.

#### **CCOF Global Market Access**

Export verification under USDA National Organic Program equivalence arrangements with other countries: Canada, EU, UK, Japan, Korea, Switzerland, Taiwan.



Export verification under the CFIA Canada Organic Regime equivalence arrangements with U.S., Japan, EU, UK, Switzerland, Taiwan.

#### **CCOF Certified Transitional**

Operations in the US and Mexico: Crop and Wild Crop

#### **CCOF GLOBALG.A.P. Certification**

Operations in the US and Mexico for scopes outlined in the CCOF GLOBALG.A.P. Program Manual.

#### **CCOF PrimusGFS Certification**

Operations in the US and Mexico for scopes outlined in the CCOF GLOBALG.A.P. Program Manual.

#### **Ocal Cannabis 13 and 17 California Code of Regulations (3 CCR & 17 CCR)**

CCOF Ocal CS provides certification services for licensed cannabis operations in California: Cultivation, Distribution, and Manufacturing.

The policies and procedures described in this manual are applicable to all of the CCOF CS certification programs, unless otherwise noted in this Manual or in the Program Manual specific to the program. The rules, requirements and regulations for each standard referenced above can be accessed through [www.ccof.org](http://www.ccof.org).

### **ACCREDITATION & RECOGNITION OF CCOF CS**

To offer the certification services described above, CCOF CS maintains the following accreditations:

**United States Department of Agriculture (USDA)** Agriculture Marketing Service (AMS) for offering organic certification to the USDA National Organic Program standards.

**Committee on Accreditation for Evaluation of Quality (CAEQ)** for compliance with the International Standardization of Organization ISO/IEC 17065, covering organic certification of equivalence/compliance with the Canadian Organic Regime regulations and the Mexican organic regulations (LPO).

**ANSI National Accreditation Board (ANAB)** for compliance with the International Standardization of Organization ISO/IEC 17065 for offering food safety certification in accordance with GLOBALG.A.P. standards and as approved by Azzule Systems to offer the Primus GFS program.

**SENASICA (SADER)** for compliance with certification to the Mexican organic regulations (“Ley de Productos Orgánicos” or LPO). SENASICA approves CCOF Servicios de Certificación S. de R.L. de C.V. (“CCOF Mexico”), a separate entity providing services to clients in Mexico. It is owned by CCOF CS in partnership with CCOF, Inc. CCOF CS and CCOF Mexico provide mutual support and other services to clients in Mexico to the USDA National Organic Program (NOP) and the CCOF Mexico Compliance Program.

**Regenerative Organic Alliance (ROA)** for offering the Regenerative Organic Certified® program to the Regenerative Organic Certified® Framework and applicable Governing Documents.

**CDFA and CDPH Registrations** for providing certification to the Ocal standards (Title 3 and 17 California Code of Regulations [3 CCR & 17 CCR]).

These accreditations and recognitions involve a rigorous examination of CCOF CS’s quality systems and certification procedures, inspection of office files and procedures, assessment of personnel qualifications and observation of on-site inspections of certified farmers and processors. Annual audits, including on-site visits of the CCOF CS certification office and certified operations, as part of maintaining ongoing accreditation.

The CCOF CS certification programs operate in compliance with applicable local, state, federal and international organic regulations and standards.



## SECTION TWO: THE CERTIFICATION PROCESS

### **MYCCOF – ONLINE CERTIFICATION MANAGEMENT**

All CCOF certified operations are given access to the free online certification management tool, MyCCOF. With a MyCCOF account, operations can:

- Download current certificates and addenda
- Monitor inspections and view inspection reports
- Track and respond to compliance requests
- Search and request materials be added to the Organic System Plan/OCal System Plan (OSP)
- Review the approved OSP
- Manage payments and pay bills
- Manage authorized contacts
- View correspondence with CCOF
- Manage multiple certified operations
- Track CCOF-certified suppliers and access their certification status in real-time

MyCCOF was built to offer an innovative and easy approach to managing certification. For additional details and access to the tool, visit [www.ccof.org/myccof](http://www.ccof.org/myccof)

### **THE CERTIFICATION PROCESS**

The following graphic can help you understand the basic certification process.

*This section also applies to OCal Certification unless otherwise noted. OCal clients should substitute the terms “Organic” and “Organic System Plan” with “OCal” and “OCal System Plan” for applicability and substitute the entity “CCOF CS” with “CCOF OCal CS,” which is the CCOF business that offers “comparable to organic certification” for cannabis to the CDFA and CDPH OCal regulations.*

Certification is an annual cycle which includes an on-site inspection to verify the accuracy of the Organic System Plan and organic activities. Anyone seeking to receive or maintain organic certification must comply with the applicable organic regulations and standards. CCOF CS works with you to help you understand the standards and ensure your practices meet the applicable organic regulations.

For operators certified under the Regenerative Organic Certified® program, the certification process may vary from the process described below. The Regenerative Organic Certified® process is detailed in the program’s governing documents found at [www.regenorganic.org/resources](http://www.regenorganic.org/resources).

### **APPLYING FOR CERTIFICATION**

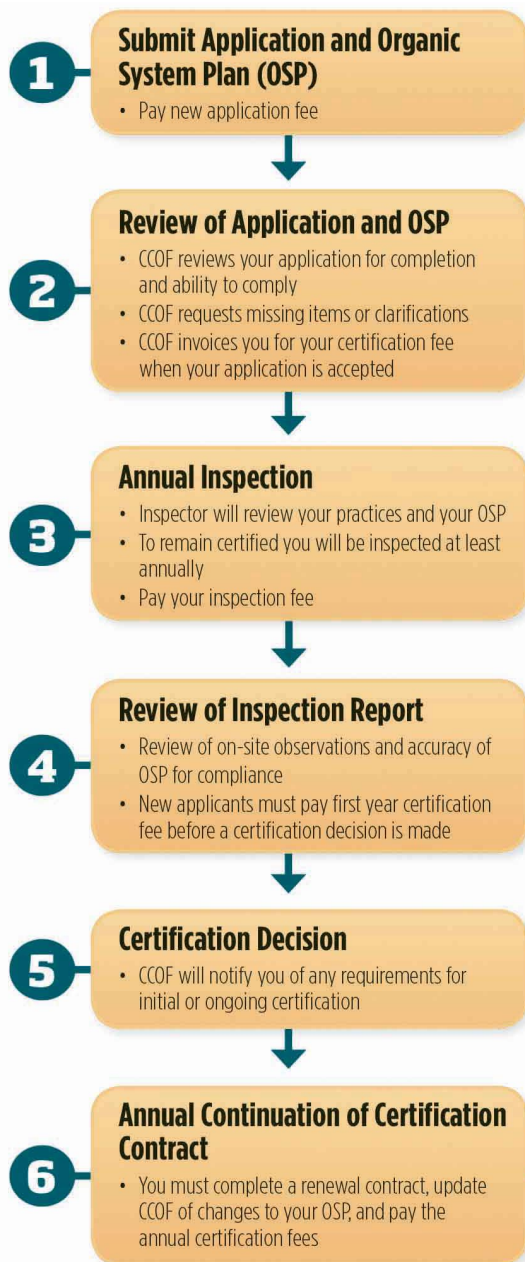
An application packet may be obtained by contacting CCOF and requesting one be sent to you via mail or email, or you can download it directly from [www.ccof.org](http://www.ccof.org). The application packet consists of:

- CCOF Certification Program Manual (this document)
- Applicable organic standards (NOP, COR, Mexico Compliance Program, etc.)
- Application form and Certification Contract and Agreement
- OSP template for the appropriate scope/standard
- Instructions & information to help complete the application

Due to the importance and complexity of the application review, inspection, and compliance review process, CCOF CS recommends that certification applications are submitted 12 weeks prior to organic harvest, projected sales, or other deadlines. Operations seeking certification in less than 12 weeks should consider the CCOF CS Expedited Program described in Section Two below.







## Submitting an Application

Before you submit the application to CCOF CS, you should assess the eligibility of your operation by reviewing the applicable organic regulations or standard(s) and Organic System Plan(s) documents to compare your practices to the certification requirements.

When you decide to apply for certification, send the required application fee (see Section Three) and the completed Application form and Organic System Plan (OSP) including all required attachments, to CCOF CS. Please fill out the OSP(s) completely and provide as much detail as possible. This helps the certification process move forward in a timely manner. Be sure to keep a copy of all the forms you submit to CCOF CS!

If your operation is currently certified by a different certifier and you wish to transfer to CCOF CS certification, complete the CCOF CS Certification Transfer Form (available at [www.ccof.org](http://www.ccof.org)), including all associated documents, and the application fee may be waived.

Please note that by state law any organic operation located in California (including operations exempt from certification due to less than \$5,000 organic sale(s) must register with the California Department of Food and Agriculture (CDFA) State Organic Program (SOP). Registration is a separate process and is in addition to certification. If you are a farmer located in California, contact [the State Organic Program/CDFA](http://theStateOrganicProgram/CDFA) to begin or renew your organic registration. Processors/Handlers in California should contact the Department of Public Health. CCOF CS is required to verify compliance with the California SOP registration requirements. For OCal operations, OCal manufacturers are required to register directly with the California Department of Public Health once they receive OCal certification from CCOF. OCal cultivation and distribution operations are not required to register with the California Department of Food and Agriculture (CDFA) but will be issued a CDFA certification number upon achieving OCal certification with CCOF. If you are experiencing any difficulties or require further assistance, please contact the State Organic Program directly at [CDFA\\_Organic@cdfa.ca.gov](mailto:CDFA_Organic@cdfa.ca.gov) or (916) 900-5201.

Any operation that undergoes a change of ownership that causes a change in management of the operation must submit a new application and application fee. The Chief Certification Officer (hereinafter CCO) may waive this fee if the change requires minimal administrative activity for CCOF CS.

Additional policies and procedures are described in relevant Program Manuals (MCP, COR, Food Safety). For OCal operations, applicants are required to hold a valid and active commercial cannabis license with the Department of Cannabis Control to be eligible for OCal Certification.

## Application Review & Cost Estimate

Once CCOF CS has received the entire application packet, including completed Application Form, Contract and Agreement, OSP, and payment, CCOF CS staff then reviews it to determine whether the operation appears to comply or may be able to comply with the applicable regulations. Additionally, CCOF CS determines whether the operation may be exempt from certification, as described in Section Five, to ensure that CCOF CS is able to perform the scope of certification services requested. CCOF CS may determine any special services due to the location or language of the operation applying for certification.



If the operation applying for certification has previously applied to CCOF CS or another agency and received a notification of Noncompliance or notification of Denial of Certification, the application must include documentation to support the correction of any noncompliance(s) identified in the notification of Noncompliance or notification of Denial of Certification.

Operations and persons responsibly connected to an operation applying for certification who previously received a notification of Suspension must request reinstatement. See Suspension and Revocation section. Operations and persons responsibly connected to an operation applying for certification who previously received a notification of Revocation are ineligible to receive certification for a period of five years following the date of such revocation. See Suspension and Revocation section for more information.

Within a reasonable amount of time (generally fewer than ten business days after receiving the application), CCOF CS communicates the findings of the application review in writing. CCOF CS may request further information to clearly define, document and understand the information submitted.

If CCOF CS determines that the operation does not comply and is unable to comply with applicable standards, the applicant is issued a notification of Noncompliance and/or Denial of Certification per Section Four below.

If CCOF CS determines that the application is substantially complete and that the operation complies with or appears to have the ability to comply with applicable regulations, the application is accepted. A cost estimate for certification services is provided after the application is accepted. The estimate is based on the information provided by the operation applying for certification. The actual cost of certification may vary depending on the accuracy of information provided. For more information on cost estimates, see Sections Two and Three below.

Once the application is accepted, CCOF CS identifies an appropriate inspector within a reasonable time, forwards all relevant information to the inspector. Generally, the inspection is performed within 30 days following the assignment. The initial inspection may be delayed for up to 6 months to observe the land, facilities, and activities that demonstrate compliance or capacity to comply.

Applicants may withdraw their application at any time, however the application fee is non-refundable, and an applicant who withdraws its application is liable for the costs of services provided up to the time of withdrawal. An applicant that voluntarily withdraws an application prior to the issuance of a notification of Noncompliance is not issued a notification of Noncompliance. Similarly, an applicant that voluntarily withdraws an application prior to the issuance of a notification of Certification Denial is not issued a notification of Certification Denial.

## **ON SITE INSPECTIONS**

After acceptance of an application for certification, CCOF CS conducts an initial on-site inspection of each production unit, facility, and site that produces or handles organic products and that is included in an operation for which certification is requested. Each year after, an on-site inspection is conducted for the purpose of determining whether the certification of the operation should continue.

The CCOF CS annual organic inspection cycle is:

- CCOF CS assigns an inspector whose training and experience matches the operation's activities.
- The inspector reviews the operation's certification file.
- The inspector contacts the operation to make an appointment for the inspection and to review any preliminary questions concerning the operation.
- The inspector travels to the operation to conduct the inspection and verify the operation's compliance or capability to comply with the standards and applicable requirements.
- The inspector conducts an exit interview at the end of the inspection.
- The inspector completes the inspection report and submits it to CCOF CS to make the certification decision.
- CCOF CS Certification Specialists review the inspection report and issue a certification decision.

An inspection must occur every year, even if the operation intends to surrender the certification in the near future. Failure to agree to schedule or participate in an inspection leads to adverse actions, even if the operation is planning to surrender certification but has not actually done so yet.





## Scheduling

Each year, a CCOF CS inspector contacts the certified operation to schedule the inspection. CCOF CS expects clients to make a substantial effort to meet the inspector's schedule. CCOF CS schedules inspections in an effort to minimize cost and provide timely service. Penalties may be applied where a client is non-responsive to an inspector's attempts to schedule an inspection (see Section Three below).

The initial inspection must occur prior to the first "organic" harvest from any parcel. All parcels, including those added to the operation or organic certification during subsequent years, must be inspected before the first "organic" harvest from that parcel.

All on-site inspections must be conducted at a time when land, facilities, and activities that demonstrate the operation's compliance with applicable organic regulations and standards can be observed (except during additional on-site inspections, such as unannounced inspections). If necessary, the inspection may be delayed for up to six months to ensure the inspection is conducted at such a time. If the time between two regular inspections is more than twelve months, future inspections may be conducted in a shorter time frame to ensure that operations have one annual inspection per calendar year.

## Compliance Verification

The on-site inspection is conducted to verify the operation's compliance or capability to comply with the applicable standards. Inspectors verify if the information included in the OSP accurately reflects the practices used or planned to be used. Also, information is verified to determine that prohibited substances have not been and are not being applied to the operation. Inspectors must be granted complete access to the production and/or handling operation, including non-certified production areas, structures, and documentation associated with non-organic production. CCOF CS reserves the right to conduct these inspections as a hybrid or virtual inspection.

Hybrid inspections include virtual and on-site components of an inspection. A hybrid inspection can be conducted on any operation at initial and annual inspections. Additional and Unannounced Inspections can be performed as hybrid inspections. An authorized representative who is knowledgeable about the operation must be present for the opening meeting, OSP and document review, audit trail exercises and the exit interview. In some cases, the authorized representative may not be required to attend all aspects of the inspection, such as field or facility inspections. The authorized representative can be present in person or virtually via an online meeting platform with webcams and screen sharing. Hybrid inspections must include an on-site inspection of all parcels, animals, and facilities. Clients that have non-physical activities can opt for a virtual inspection.

Virtual inspections are mainly assigned to Non-Physical Handlers that do not physically handle the certified goods, (i.e. brokers, traders, private label brand owners, importers, or exporters) and/or to conduct verification of record keeping or to verify components that do not require physical verifications. For non-physical handlers, virtual inspections can only be performed if an operator does not physically handle the certified goods and has the capability and administrative capacity for online meetings inclusive of platforms with webcams, screen sharing, email and other electronic sharing resources for making records readily available for the inspector. For non-physical handlers, the initial inspection must include inspection of the address in the OSP. Subsequent year's inspections are performed at the discretion of CCOF CS as virtual inspections if deemed appropriate. If full verification is not able to be completed virtually, an additional inspection at the address in the OSP will be required at the client's expense. At any time for Non-Physical Handlers, CCOF CS reserves the right to conduct onsite inspections, announced and unannounced at the address in the OSP.

CCOF CS reserves the right to require additional information, including the collection and testing of soil, water, waste, seeds, plant tissue, and plant, animal, and processed products samples. At the time of the inspection, the inspector provides the operation's authorized representative with a receipt for any samples taken by the inspector. There is no charge to the inspector for the samples taken. CCOF CS may also take photographs of an operation during on-site inspections and/or surveillance events.

## Client Participation

All inspections (other than unannounced inspections) must be conducted when an authorized representative of the operation who is knowledgeable about the operation is present. Failure to complete an annual inspection is cause for the issuance of a notification of Noncompliance and/or Proposed Suspension.



CCOF CS clients and inspectors must ensure that there is ample time for the inspection. The duration of an inspection varies by operation and from inspection to inspection. The inspector needs to view all documents that form the client's audit trail, and the client must have complete input, harvest, production and sales records for no less than the five years prior available for inspection, including all receipts for inputs, contracted services, and equipment rental. The client must have audit trail/supply chain records readily available for the inspector to perform traceback from the time of purchase/acquisition through production, back to the last certified operation, as well as in/out mass balance audits.

### **Exit Interview**

At the end of the inspection, the CCOF inspector conducts an exit interview with an authorized representative of the operation who is knowledgeable about the inspected operation, to confirm the accuracy and completeness of inspection observations and information gathered during the physical inspection. The inspector must also address the need for any additional information as well as any issues of concern. The Exit Interview is not the final certification decision, and additional information or points of noncompliance may be issued later by CCOF CS during the review and decision making process.

### **Inspection Report**

Following the inspection, the inspector provides CCOF CS with a copy of the on-site inspection report. The report summarizes the operation's organic system plan and practices and evaluates them for compliance with organic standards. Each report includes a list of all points of concern and potential noncompliance found by the inspector. All operators are provided access to an electronic copy of their on-site inspection report and any test results by the inspector or CCOF CS. Printed copies of any document are available by contacting CCOF CS, and electronic versions are available through [www.MyCCOF.org](http://www.MyCCOF.org). Inspectors are required to submit reports to CCOF CS within a timely manner, generally 15 business days from the date of the inspection. If a client is concerned about the date by which a report is completed, they should discuss their concerns first with the inspector, and then with their Service Specialist identified in CCOF correspondence.

### **Choice of Inspector**

CCOF CS reserves the right to make all inspection assignments and the right to use subcontractors for inspection as necessary. Clients may not influence the choice of inspector or contact inspectors directly to solicit inspection assignments. Operators have the right to be informed about the identity of the inspector before the inspection visit and may raise objections based on conflicts of interest or other reasons by submitting the objections, in writing, to CCOF CS, who rules whether the reasons are accepted and whether or not to reassign the inspection. To safeguard impartiality, CCOF CS makes every effort to assign highly qualified inspectors who are committed to safeguarding impartiality and upholding confidentiality. If there are extenuating circumstances, CCOF CS records the justification accordingly.

### **Additional/ Unannounced Inspections**

CCOF CS conducts additional on-site inspections of clients to determine compliance with the applicable organic production and handling regulations and standards. Additional inspections may be announced or unannounced at the discretion of the CCOF CS or as required by the accreditation authorities, the USDA Administrator, State Organic Program's Governing State Official, or other regulatory bodies or scheme owners. Clients are charged fees for announced additional follow-up inspections and not charged fees for unannounced inspections unless otherwise notified. CCOF must conduct unannounced inspections for 5% of total operations for each program, unless prescribed in relevant program handbooks. Reasons for CCOF charging a client for an unannounced inspection include but not limited to verification of corrective actions; observations of specific production stages such as planting, weeding, harvesting, cleaning, packaging, etc.; a history of previous noncompliances; complaint or other investigation; or other reasons deemed appropriate by CCOF. Applicants and clients must allow access to records by authorized representatives of the USDA Secretary, of the state Organic Program's Governing State Official, of the CDFA and CDPH (OCal operations), of CCOF CS, or of other private accreditation bodies or scheme owners during normal business hours for review and duplication to determine compliance with the applicable regulations.

### **CERTIFICATION REVIEW AND DECISION**

The organic inspector does not have the final say about certification. The role of the inspector is to provide information so that CCOF CS staff can decide about whether to grant or continue certification. Within a reasonable time after completion of the on-site inspection, generally no more than 90 days, a qualified CCOF CS reviewer evaluates the on-site



inspection report, the results of any analyses for substances conducted, and any additional information requested from or supplied by the client.

### **Granting Certification to New Applicant**

If CCOF CS determines that the OSP and all procedures and activities of the applicant's operation are in compliance with applicable organic production and handling regulations, and that the applicant is able to conduct operations in accordance with the OSP, CCOF CS grants certification and provides a certificate to the client. The granting of certification may include requirements for the correction of minor noncompliance(s) within a specified time period as a condition of continued certification. If an applicant is not able to meet the standards, CCOF CS issues a Noncompliance followed by a Denial of Certification.

### **Annual Renewal (Continuation of Certification)**

Once certified, an operation's certification continues in effect until surrendered by the operation, or until suspended or revoked by CCOF CS, the State Organic Program's Governing State Official, the USDA Administrator, or other governing official. However, to maintain certification, an operation must renew their certification annually.

To continue certification, operations certified to any program must pay the annual certification fees, either by mail or online at [www.ccof.org/renew](http://www.ccof.org/renew), by January 1 of each year.

Operations certified must submit an Annual Renewal (Continuation of Certification) Contract in addition to the annual fee. The Annual Renewal Contract requires the following information to be submitted to CCOF CS:

- A) As applicable, updates on the correction of any open Noncompliances previously issued to the operation by CCOF CS
- B) As applicable, updates to the Organic System Plan (OSP), detailing any deviations from, changes to, modifications to, or other amendments made to the previous year's OSP, and any additions or deletions intended to be undertaken in the coming year

Once CCOF CS has received the annual renewal payment and the completed Annual Renewal Contract (for clients certified to the NOP and OCal), and we have verified that the operation appears to be in compliance with all applicable standards, CCOF CS notifies the client that the certification renewal is complete. Once the renewal is complete, CCOF CS, within a reasonable time, arranges and conducts the annual on-site inspection. If the renewal is not completed by the due date, CCOF CS charges a late fee for each Noncompliance or Proposed Suspension issued (see Section Three below).

### **Ongoing Certification Cycle**

The certification cycle of renewal, inspection, review and decision continues annually until the certification is surrendered, suspended or revoked.

If CCOF CS has reason to believe, based on review of the on-site inspection report and the current OSP, that a client is compliant with applicable regulations and standards, CCOF CS notifies the operation of their continued certification and provide an updated organic certificate. The notification of continued certification may include reminders to the operator intended to help the operation stay in continued compliance with standards.

If CCOF CS determines that the information provided to the inspector or in the OSP is not sufficient to make a certification decision, CCOF CS may request, by phone, email or mail, that the client provide additional information by a certain due date. If that information is adequately provided, CCOF CS notifies the operation of their continued certification and provides an updated organic Certificate. If the client does not respond to this request by the due date, and CCOF CS is forced to issue a Noncompliance, CCOF CS bills a late fee per Section Three below.

If CCOF CS has reason to believe, based on review of the on-site inspection report and the current OSP, that the Client is not complying with applicable regulations and standards, or if the Client fails to provide requested information within a specified time period, CCOF CS may issue a notification of Noncompliance.

### **Surrender of Certification**

A client may withdraw from the CCOF CS certification program through written or verbal notification of surrender at any time. Only an authorized representative of the operation may surrender the certification to CCOF CS.



Upon surrender, the client must cease all claims to CCOF certification and to the CCOF name and seal and destroy or return all certificates, labeling, and marketing material containing reference of CCOF. Clients are liable for the costs of all CCOF CS services provided up to the point of withdrawal.

### **Events Beyond Client's Control**

When CCOF CS learns that a catastrophic event beyond the client's control has occurred that makes the client unable to contact CCOF, such as death or natural disaster, CCOF CS reserves the right to cease certification activities for up to six months. If contact cannot be made with a client whose principal operator has died or the operation has been closed and it is common knowledge that production or processing has ceased, CCOF CS ceases providing certification services.

CCOF CS may permit variances from the regulations per NOP Instruction 2606 Temporary Variances.

### **ORGANIC CERTIFICATE**

The CCOF CS organic certificate specifies, at minimum, the:

- A) Name and physical address of the client
- B) Effective date of certification and period of validity (if applicable)
- C) Scope of certification, such as Crops, Livestock, Handling, Wild crop, etc.
- D) Standard(s) to which the operation is certified
- E) Name, address, website and telephone number of CCOF CS.
- F) Additional programs may have additional requirements for the issuance of certificates. Refer to [CCOF Program Manuals](#).

CCOF CS may re-issue a certificate when any of the above information, or the contact information of CCOF CS, has changed.

Certificates that are lost, mutilated, or stolen may be replaced upon request. CCOF CS can also issue a duplicate certificate for the purpose of display when requested. All changes, corrections, or additions to the certificate must be requested in writing.

The NOP Organic certificate is generated online in the National Organic Program's Organic Integrity Database: [organic.ams.usda.gov/integrity](https://organic.ams.usda.gov/integrity).

All other organic and food safety certificates are generated by CCOF CS and/or online with respective program databases.

### **Applicability of Certification**

The operation and its parcels, products, livestock and services, listed on the CCOF CS organic certificate and Client Profile have only been approved by CCOF CS for compliance with the specific standard as listed. Other local, state or federal labeling regulations may apply to products sold by this company and it is the responsibility of the certified operation and/or the company that is identified on product labels to make sure that information and claims on the labels are in compliance with all applicable regulations and are truthful.

### **RUSH, EXPEDITED AND EXTENDED CERTIFICATION SERVICES**

CCOF CS makes every effort to meet the customer service needs of all operations, including the timely review of inspections and changes to the OSP. However, we recognize that some operations may require rush services to meet deadlines. Therefore, CCOF CS offers three services designed to speed up the certification process when needed. Fees for each service are described in Section Three below. None of these services guarantee certification. Certification is dependent upon compliance with the applicable standards. These services are intended to provide a faster decision, not guarantee approval. The CCOF GLOBALG.A.P. and PrimusGFS Programs are excluded from the Rush and Expedited services due to the nature of this program.

#### **Rush Services**

Rush services are available for clients who need quick review of an OSP update that does not require an inspection, such as a request to use a new input material, a new label, or the purchase of ingredients from a new supplier. Rush services are not applicable to the Regenerative Organic Certified® program. Rush services are also available for review of add acreage applications, for clients needing to include a new parcel in an upcoming inspection. For an additional fee, CCOF



CS delivers you a response to the request within either 2 or 5 days. Other fees may also apply, e.g. add product fee, add acreage fee, etc. The Rush Review Request form including details is available at [www.ccof.org](http://www.ccof.org).

Where Rush services are requested for review of add acreage applications, CCOF CS follows standard timelines for inspection scheduling, certification review and decision. Expedited services are available for clients needing to reduce the timeframe for CCOF CS to inspect and issue a final certification decision for a new parcel or facility. Rush services are not available for Investigations, Complaints, or residue detections.

For Rush Services related to Transaction Certificates, see section below.

### **Expedited Services**

Expedited services are available to reduce the timeframe for conducting an inspection of a new operation, an annual inspection of an already certified operation or new addition to an operation (scope, facility or parcel), and for the review of the subsequent inspection report and final decision notification. A process that can take 90 days on average may be reduced to under four weeks. Expedited services are not available for Regenerative Organic Certified® program, Food Safety programs or reinstatement requests. Expedited services may occasionally be unavailable for other programs due to administrative capacity.

Information about expedited timelines and fees is available on the Expedited Application form available at [www.ccof.org](http://www.ccof.org) and included in application packages sent to applicants by CCOF CS. Expedited service applies to a single inspection.

Expedited services are typically requested at the time of submission of the application for the new operation or new addition to an operation (scope, facility or parcel). However, Expedited services may be requested after an application for a new operation or new addition to an operation has been accepted, or after the corresponding inspection has occurred. In such cases, only the inspection report review timeline outlined on the Expedited Application form can be supported. While CCOF CS makes every effort to prioritize inspection scheduling and completion, the timelines for these stages cannot be guaranteed when Expedited services are requested after the application has been accepted. The full Expedited program fee (see Section Three below) applies if Expedited services are requested after the application has been accepted but before the corresponding inspection has been conducted.

There are no refunds for Expedited services except for when the CCOF CS review does not meet the expedited timeline. If the CCOF CS review does not meet the expedited timeline, refunds for expedited services are assessed based on the work completed.

### **Extended Services**

Clients in CCOF CS's tier 26 fee category are automatically enrolled in CCOF CS's Extended Services Program, which is designed to meet the unique needs of larger organic businesses. CCOF CS clients who are not in the tier 26 fee category may elect to enroll in the Extended Services Program for an additional fee. The Extended Services Program includes a single designated representative, credits towards Rush and Expedited services, faster review turnaround time for updates and inspection reports, and other benefits. All clients enrolled in the Extended Services Program are provided a notice detailing specific deliverables from CCOF CS. These services are subject to change based on client need and CCOF CS capacity. Extended Services are not available for the Regenerative Organic Certified® program.

The Extended Services Program may include, but is not limited to:

- Dedicated client service representative to act as a single point of contact and oversee the certification cycle. Dedicated personnel meet with appropriate organizational contacts regularly to identify plans, needs, and concerns and to ensure timely provision of service at all levels.
- Agreed percentage of client submissions are reviewed within a set number of days (typically 75% within 5 business days).
- Use of CCOF Rush Inbox services at a reduced rate (typically 2-day Rush at 5-day rate). This does not apply to rush services for Transaction Certificates.
- Review of all inspection reports within 60 days of inspection.
- Credit towards CCOF's Expedited services for one new facility or one additional acreage annually at no additional charge.





- Optional annual 90-minute OSP Walk-Through webinar or in-person orientation for up to 10 of your employees. Basic topics may include how to work effectively with CCOF CS, MyCCOF online certification management tool, the CCOF website, and other topics as requested and appropriate (excluding any specific assistance regarding identified barriers to certification or operation-specific compliance issues).

## **CHANGES TO CERTIFICATION**

All clients are required to establish, implement, and maintain an Organic System Plan (OSP). The OSP is a living document that must be updated any time practices regarding organic activities change or are to be changed. The OSP is central to maintaining certification with CCOF CS. Certified operations are responsible for ensuring that the OSP is current and accurately reflects the organic practices of the operation.

Updates to the OSP should be submitted to CCOF CS at any time during the year and must be approved prior to implementation. OSP updates should be submitted:

- A) With the submission of the Continuation of Certification Contract;
- B) At any time during the year for changes such as new input materials are considered for use or new ingredients are sourced;
- C) At inspection if only minor changes are made.

Clients must immediately notify CCOF CS concerning any:

- A) Application, including drift, of a prohibited substance to any field, production unit, site, facility, livestock, or product that is part of the organic operation.
- B) Change in the operation or any portion of the operation that may affect its compliance.

## **Adding Acreage, Livestock, Products, Services, Facilities**

If an operation wants to add new acreage, groups of livestock, products (including new labels), services or facilities to the existing certification, or change the address of a current facility, the client must complete the relevant section of the OSP and submit to CCOF CS for review. Some additions may be completed with a review of paperwork only, while others require an inspection. CCOF CS may charge a fee per Section Three below. All additions must be submitted to CCOF CS, reviewed and approved before any products grown or processed from the additions may be sold as organic. Clients should contact CCOF CS staff to discuss what paperwork is needed and if an inspection is required as soon as possible to ensure that the new areas of production are adequately covered by certification.

A physical inspection is required for the addition of a new parcel or production facility, including a change of address for a current production facility. To avoid additional fees, additional acreage applications should be submitted to CCOF CS upon beginning organic management of the parcel, or at least 90 days before the annual inspection, and additional facility applications should be submitted at least 90 days before the annual inspection. CCOF CS must review the new parcel or facility application before the inspection. Requests to add acreage or facilities submitted at inspection require an additional inspection after CCOF CS has reviewed the application.

## **Parcel Transfers Between Two CCOF Certified Clients**

Certified organic parcels may be transferred between two CCOF CS certified clients under certain conditions. CCOF CS must approve applications for parcel transfers before the sale of any crop by the new management. A separate application form, copy of the current CCOF Client Profile and parcel map are required. CCOF CS ensures that the parcel has been inspected at least once per calendar year and ensures there has been continuous organic management with a fertility plan that meets the NOP regulations at 7 C.F.R. §205.203. If the parcel meets the requirements for transfer, CCOF CS will provide the service of transferring the parcel and bill the new manager the parcel transfer fee.

## **Expanding Scope or Breadth of Certification**

To expand the **scope** of certification (i.e. adding a *new* program or service), submit the relevant OSP pages, the additional fee, and have an inspection. For example, a client certified for organic crop production that wishes to add processing.

To expand the **breadth** of certification (i.e. adding parcels, products, facilities, etc. to an *existing* scope/program/service), submit the relevant OSP pages and applicable fees, and have any required inspections (for parcels and facilities).





CCOF CS does not approve an expansion to the scope or breadth of certification of a client who has open Noncompliance(s) or Proposed Adverse Action(s) related to compromised organic integrity, unless the change is required to resolve or correct the compliance issues. Therefore, CCOF CS reserves the right not to issue or update Transaction Certificates in such a case. If a client has open Noncompliance(s) or Proposed Adverse Action(s) for reasons *not* related to the organic integrity of products, (e.g. non-payment of fees), CCOF CS may use discretion in deciding whether to issue or update Transaction Certificates.

### **Business Changes**

If a change to an organic business you manage or own results in a new Tax ID, business structure, or owner, you must fill out the Business Change Application. This form will help CCOF CS understand the nature and scope of the change and may help streamline the certification process. The new applicant fee applies.

### **Standard Changes**

CCOF CS ensures that each certified operator is notified of relevant changes made to CCOF Program Manuals without unnecessary delay. All clients are required to comply with certification regulations, standards and requirements; including implementing appropriate changes when they are communicated by CCOF CS.

CCOF CS publishes notification of the changes upon official notice from the regulatory body, standard owner, or other appropriate authority. CCOF CS takes all necessary measures to notify and prepare their clients for any changes and/or revisions that may impact their certification. CCOF CS grants an allowance period of up to 12 months after the publication date of an amendment for a client to come into compliance with any changes to the requirements or grants allowance as specified from the regulatory body, standard owner, or other appropriate authority. If required due to the nature of the standard change, CCOF CS may conduct additional inspection(s), review, and issue a certification decision; provide updated certificates; and/or perform market surveillance as applicable. See also “Additional/Unannounced Inspections”.

All current certification regulations, standards and requirements offered by CCOF CS are accessible through the CCOF CS web site. Notices of any changes are posted on [www.ccof.org](http://www.ccof.org) and published in CCOF Newsletters.

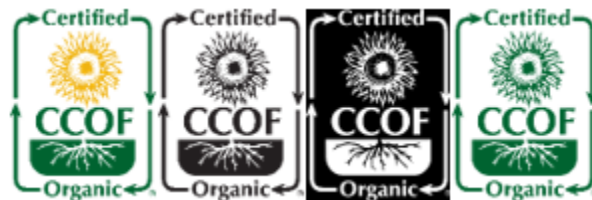
### **CCOF NAMES AND SEALS**

CCOF Names and acronyms that may be used on organic product packaging or in marketing materials include: CCOF Certification Services, CCOF, and California Certified Organic Farmers.

The CCOF seal may be used in the following preferred colors but may not be modified in other ways: green and yellow, all black, all white, or all green.

Clients using the CCOF seal may use (or have access to) various graphic formats, stickers, twist ties and other products offered by CCOF CS at [www.ccof.org](http://www.ccof.org).

### **CCOF Organic Seals**



### **CCOF OCal Seals**

OCal operations may use the CCOF OCal seals on their OCal products. Cannabis operations are prohibited from referring to their products as organic, pursuant to section 26062.5 of the California Business and Professions Code.



### “Non-GMO and More” Product Seals

CCOF offers additional versions of the CCOF seal for clients wishing to highlight the Non-GMO attributes of their products in addition to the other benefits provided by organic production. These seals may be used by any entity entitled to use the CCOF seal.



Clients who are certified Transitional may use one of the following Transitional seals.:



All labels used on packaging must be included in the OSP and pre-approved by CCOF CS, preferably prior to printing. Clients may also use the additional seals of the standards to which they are certified (USDA, Mexico, COR, OCal etc.) so long as they do in compliance with applicable requirements and the labels are approved by CCOF CS.

Clients must only use the CCOF name and seal and other logos and/or seals authorized by CCOF in accordance with CCOF standards and/or policies and must cease all use of CCOF’s name and seal upon notice by CCOF. Any use of CCOF’s name or seal, without the express consent of CCOF is strictly prohibited and constitutes infringement of CCOF’s rights. CCOF is entitled to its reasonable attorney’s fees and costs incurred in bringing any civil action, arbitration or mediation to enforce its rights in its name or seal.

## SECTION THREE: FEES

*This section also applies to OCal Certification unless otherwise noted. OCal clients should substitute the terms “Organic” and “Organic System Plan” with “OCal” and “OCal System Plan” for applicability, and substitute the entity “CCOF CS” with “CCOF OCal CS,” which is the CCOF business that offers “comparable to organic certification” for cannabis to the CDFA and CDPH OCal regulations.*

CCOF is committed to maintaining stable certification fees and being completely transparent about the costs of certification. In general, there are two significant fees per year: the annual Certification Fee and the Inspection Fee. However, depending on the complexity and activities of your operation, you may be billed additional fees for services with issuing Transaction Certificates or the use of multiple production facilities.

We encourage you to review this section carefully to determine all fees that may be incurred by your operation so that you can budget for your certification costs appropriately. To estimate the cost of certification, add together the application fee (new applicants only), certification fee, and estimated inspection fee. Additional fees, such as Global Market Access or Exempt Handler fees, may also apply. An overview of fees for Food Safety are provided in the [CCOF GLOBALG.A.P. Program Manual](#) and the [CCOF PrimusGFS Program Manual](#).

Applicants and clients may contact CCOF CS to discuss the costs of certification. A formal cost estimate is provided to new applicants upon acceptance of the application by CCOF CS. Fees may vary from year to year.

### **GENERAL INFORMATION**

CCOF CS charges additional fees for service to efficiently allocate work to client demand and reduce costs to clients who do not need additional services. Not all clients seek additional services, thus CCOF CS is able to reduce the cost of certification to those clients who are not charged additional fees. All fees listed throughout this manual are in USD, except as indicated by program. Operations seeking certification to the Mexican regulations (LPO), see the CCOF Mexico Compliance Program section below. Operations seeking certification to GLOBALG.A.P. in Mexico fees are charged in Euros.



### **Payment of Fees**

All fees are to be made payable to CCOF Certification Services, LLC. With your payment, please include a memo or invoice, and your client code. Payments may also be submitted online at: [www.ccof.org/payment](http://www.ccof.org/payment).

For credit card transactions, there will be a 3% surcharge applied per transaction. No additional surcharge is applied to debit card transactions.

For the Regenerative Organic Certified® Program, only the annual additional Regenerative Organic Certified® fee per pillar and additional Regenerative Organic Certified® inspection fee is payable to CCOF. The remaining Regenerative Organic Certified® fees are paid directly to the Regenerative Organic Alliance.

### **Payment Plans**

If you are unable to pay your fees in full, CCOF CS works with you to implement a payment plan. Clients whose annual certification fee is over \$300 may arrange to make quarterly payments instead of annual payments. Please begin by completing the Payment Plan form available at [www.ccof.org/resource/ccof-payment-plan/](http://www.ccof.org/resource/ccof-payment-plan/) or contact CCOF Accounting Department to discuss payment plans.

### **Refunds and Adjustments**

All fees paid to CCOF CS are non-refundable. Only the CCO has the authority to adjust, waive or otherwise modify fees billed. Any requests for fee adjustments or waivers should be sent to the CCO. See the Fee Reduction, Waiver & Deferral section below.



## COMMON FEES QUICK REFERENCE

Please see specified section of this manual for details. This table is an overview only and does not include all fees that may be applicable.

Fee:	Amount:	Frequency:	Applies to:
<b>Application</b>	\$350	One time	NOP, Regenerative Organic Certified®, and OCal applicants.
<b>Annual Certification</b>	Varies. Billed on a tiered scale	At initial certification and Annually on January 1 of each year.	All applicants & clients.
<b>Inspection</b>	Varies. Billed per hour	Per inspection, minimum one per year	All applicants & clients.
<b>Regenerative Organic Certified® Inspection</b>	Varies. Billed per hour or as a flat daily rate.	Per inspection, minimum one per year	All Regenerative Organic Certified® applicants & clients.
<b>Global Market Access Program</b>	Varies. Billed per market	At initial application and annually	Clients exporting to equivalent markets.
<b>Mexico Compliance Program</b>	\$900 <sup>1</sup>	At initial application and annually	All applicants and clients trading within Mexico or exporting to Mexico.
<b>Regenerative Organic Certified® Program</b>	\$500 per pillar	At initial application and annually	Existing CCOF clients enrolled in the Regenerative Organic Certified® Program.
<b>Exempt Handler Affidavit (EHA)</b>	\$75 per exempt uncertified handler	At initial approval and annually	NOP clients using exempt uncertified storage facilities, brokers, traders, distributors, or other exempt uncertified handlers.
<b>OCal Uncertified Handler Affidavit (UHA) – Storage Facility</b>	\$50 per facility	At initial approval and annually	OCal clients storing cannabis products in excluded storage facilities.
<b>OCal Uncertified Handler Affidavit (UHA) – Broker, Trader, Wholesaler, Distributor</b>	\$150 per uncertified handler	At initial approval and annually	OCal clients sourcing cannabis products from excluded, uncertified brokers, traders, wholesalers, or distributors.
<b>COR Storage Facility Affidavit (SFA)</b>	\$50 per facility	At initial approval and annually	COR clients storing products in exempt uncertified storage facilities.
<b>Production Facility</b>	\$350 per facility	At initial application and annually	Farm clients with post-harvest handling and Handler clients using additional production facility(ies).
<b>Private Label</b>	\$350 for 5 UPC's & \$50 per UPC after 5	At initial approval and annually	Clients packing in uncertified private labels.
<b>Add Acreage</b>	\$125 per parcel & \$75 for parcels in the first 2 years of transition	Per instance	Clients adding acreage.
<b>Parcel Transfer</b>	\$200	Per instance	The transfer of a certified organic parcel between two certified CCOF farmers.
<b>Add Product, Service, or Suppliers</b>	\$120	Per instance	Clients adding new products or services, each individual product formula and brand is considered one product. Addition of >25 new suppliers (brokered products).
<b>Add Facility, Equipment or Scope</b>	\$350	Per instance	Clients adding a facility, including relocation, new equipment, or a scope of certification.

<sup>1</sup> Approximately 17,155 Mexican pesos on October 25, 2019.



<b>Fee:</b>	<b>Amount:</b>	<b>Frequency:</b>	<b>Applies to:</b>
<b>Add Retailer Location</b>	\$300 & up	Per instance	Clients adding a new location, including relocation.
<b>Late/No Response</b>	\$150	Per instance	Clients who do not respond to requests by deadline.
<b>Transaction Certificates</b>	Varies – See below	Per instance	Clients requesting Transaction Certificates, including USDA NOP import certificates for product coming from Mexico or Canada.
<b>2-day Rush Inbox Review</b>	\$400	Per item, per instance	Clients who need OSP updates reviewed quickly. Not applicable to the Regenerative Organic Certified® program.
<b>5-day Rush Inbox Review</b>	\$200	Per item, per instance	Clients who need OSP updates reviewed quickly. Not applicable to the Regenerative Organic Certified® program.
<b>Expedited program</b>	Varies – See below	Per instance	Clients who need inspection and review services quickly. Not applicable for Regenerative Organic Certified® program, Food Safety programs or reinstatement requests.
<b>Compliance Oversight Surcharge</b>	Varies	At initial implementation and annually based on enrollment date.	Operations entering into Settlement Agreements or other processes which include additional oversight measures.
<b>Mediation Fee</b>	\$500: For Non-Administrative Issue \$100: For Administrative Issue	Per mediation session	For proposed adverse actions that result in mediation, to cover the cost of arranging mediation (other than OCal manufacturers who request mediation to CDPH).
<b>Investigation Cost Recovery; Technical Services; Administrative Services.</b>	Billed per hour. \$85: Administrative \$150: Technical Services	Per instance	For investigation time, including inspections. See Investigation Cost Recovery below. Other customized services. See Technical and Other Services below.
<b>Reinstatement Application Fee</b>	\$2000	At initial application	For operations with suspended NOP organic or OCal certification who must request reinstatement.

## **FEES THAT APPLY TO ALL CLIENTS**

### **Application Fee (one time)**

There is a one-time, non-refundable Application Fee due when the application is submitted. This fee covers the expense of reviewing the application and is required whether the application is accepted or denied. Applications received by CCOF CS without the fee are not processed or reviewed. If an operation is currently certified by another certifier and wishes to transfer to CCOF CS, this fee will be waived. If an operation voluntarily surrenders certification or withdraws their application from certification and then re-applies within six months of surrender or withdrawal, they may qualify for a reduced re-application fee of \$100.

### **Inspection Fee (recurring)**

There is a fee each year for the cost of the annual inspection. This fee varies from year to year. The cost for inspections is billed on a time and materials basis upon completion of the inspection. Total inspection costs vary according to the operation's size, complexity, and inspector availability. As of January 1, 2023, inspections are billed at \$85 per hour. Travel time is billed at \$47.50 per hour and expenses include mileage, food, lodging, etc. Additional required follow-up inspections are billed at the same rates.



CCOF CS clients are responsible for all incurred inspection costs from the point CCOF CS assigns the inspector. This includes preparation, planning, and any purchased tickets or travel expenses incurred. Clients wishing to eliminate inspection expenses must withdraw from certification in writing upon first contact from the inspector.

CCOF CS is committed to assigning and executing inspections in the most efficient manner possible. CCOF CS assigns inspectors to operations according to the inspector's qualifications and to minimize travel costs and save time. Cooperation with inspection assignments is necessary for inspections to be scheduled efficiently. If a client fails to comply with an inspection date set according to the inspector's schedule, additional time and travel charges may accrue. Clients who withdraw after the inspection is assigned may be billed for any expenses incurred.

If an inspection is cancelled by the operation within 5 or less business days before the confirmed scheduled date, or the client fails to appear for a scheduled inspection, CCOF CS charges for all time and expenses (Including travel related expenses) incurred by the inspector after initial contact regarding scheduling, plus a \$100 penalty. Additionally, at the second request to schedule an inspection, the client has 5 business days to respond or else CCOF CS may bill a \$50 penalty.

### **Regenerative Organic Certified® Inspection Fee (reoccurring)**

All information listed in the above Inspection Fee section applies to Regenerative Organic Certified® inspections as well. Regenerative Organic Certified® inspection fees may be billed at higher rates than listed above depending on inspector availability, increased inspector qualifications required for this program, the need for translators during worker interviews, and the social risk level of an operation. Operations should speak to their Regenerative Organic Certified® Certification Service Specialist regarding Regenerative Organic Certified® inspection fee questions.

### **Annual Certification Fee for First-Year Clients (one time)**

Once the application has been accepted, the Certification Fee(s) is invoiced. All applicants for certification must pay this non-refundable Certification Fee(s) before CCOF CS completes the review of the initial onsite inspection report or issues a certificate. If the specific fee associated with the Certification Fee Tier has changed between initial receipt of application and acceptance of application, the current fee published in this manual at time of application acceptance applies. Regardless of the time of year when the application is received and the certification fee is paid, the next certification fee is due on January 1 of the following year.

New applicants who receive a certification decision between October 1 and December 31 and pay a full Certification fee are considered "Fourth Quarter Clients" and are billed a reduced fee of ¼ of the certification annual fee for the next year of service. Clients whose certification decision is received before October 1 are responsible for payment of the full fee both in the first year and in all subsequent years.

Applicants for certification are required to provide a reasonable estimate of annual Organic Production Value on which the first annual certification fee is based. New applicants must pay fees according to estimated value of organic and transitional production.

Applicants who withdraw from certification after review are liable for 50% of their first year annual fee or \$150 minimum, whichever is greater. Applicants who withdraw after inspection but before review are only liable for inspection costs billed.

For the Regenerative Organic Certified® Program, the additional Regenerative Organic Certified® annual certification fee for first-year clients is identified in the Regenerative Organic Certified® Cost & Fee Structure located at [www.regenorganic.org/resources](http://www.regenorganic.org/resources) and is paid directly to the Regenerative Organic Alliance.

### **Annual Certification Fee for Continuing Clients (recurring)**

All clients, except fourth quarter clients during the first renewal, are billed an annual certification fee that is due on January 1 of each year. Clients who do not surrender certification within 45 days after January 1 are liable for prorated fees up to the date of their withdrawal.

All clients are billed the annual certification fee on a sliding scale based on the Client's annual Organic Production Value (OPV) as described in the Certification Fee Schedule below, except Retailers. Continuing Clients pay fees based on the Organic Production Value reported for the previous year. It is the client's responsibility to report any changes to this number using the Certification Fee Schedule. **No refunds are given for overpayment.** If the amount due was underreported, the client may be billed an annual fee addendum. The Fee Schedule tiers are increased periodically.





### **Regenerative Organic Certified® Program**

For the Regenerative Organic Certified® Program, the additional annual certification fee is identified in the Cost & Fee Structure located at [www.regenorganic.org/resources](http://www.regenorganic.org/resources) and is paid directly to the Regenerative Organic Alliance.

### **USDA National Organic Program**

Annual fees for this program are per the Organic Certification Fee Schedule following this section.

### **CCOF Global Market Access Program**

For clients enrolled in the USDA NOP or CFIA COR base certification program, the additional annual fee to be enrolled in the CCOF CS Global Market Access program is \$300 per each equivalence verification for the EU/UK, Japan, Korea, Switzerland, or Taiwan. The CCOF CS Global Market Access program is \$300 annually for verification for Canada (from US or Mexico) and US (from Canada). For wine, the annual fee is \$750 per compliance verification for the EU/UK or Switzerland.

### **Canadian Organic Regime (COR) Compliance Program**

Annual fees for this program are per the Organic Certification Fee Schedule below, with a minimum of Fee Category tier 9.

### **Mexico Compliance Program**

For clients enrolled in the USDA NOP base certification program, there is an additional annual fee to be enrolled in the CCOF Mexico Compliance Program. The value in pesos can vary according to the current exchange rate. Operations seeking this certification may consult [www.banxico.org.mx/](http://www.banxico.org.mx/) for the current exchange rate. Enrollment is required for operations located within Mexico and operations exporting to Mexico.

### **Regenerative Organic Certified® Program**

For clients enrolled in the USDA NOP certification program, the additional annual fee to be enrolled in this program is listed in the Common Fees Quick Reference table.

### **GLOBALG.A.P. Program**

Annual fees for this program are described in the CCOF GLOBALG.A.P. Certification Program Manual.

### **PrimusGFS Program**

Annual fees for this program are described in the CCOF PrimusGFS Certification Program Manual.

### **OCal Certification Program**

Annual fees for this program are per the OCal Certification Fee Schedule following this section.

### **CCOF Certified Transitional Program**

Annual fees are per the Organic Certification Fee Schedule below, with a maximum at the tier 7 fee category with annual production value calculated at 50%.



## ORGANIC CERTIFICATION FEE SCHEDULE

Fee Category	Organic Production Value (OPV)		Fee	
	At Least	Not More Than	Crop/Livestock	Handler/Processor
1	\$0	\$10,000	\$275	\$825
2	10,001	20,000	363	825
3	20,001	50,000	462*	825
4	50,001	100,000	605**	825
5	100,001	200,000	781	924
6	200,001	300,000	1,023	
7	300,001	400,000	1,331	
8	400,001	500,000	1,727	
9	500,001	600,000	2,244***	
10	600,001	700,000	2,915	
11	700,001	1,000,000	3,498	
12	1,000,001	1,500,000	4,126	
13	1,500,001	2,000,000	4,946	
14	2,000,001	2,500,000	5,940	
15	2,500,001	3,000,000	7,128	
16	3,000,001	3,500,000	8,554	
17	3,500,001	4,000,000	10,260	
18	4,000,001	5,500,000	12,312	
19	5,500,001	10,000,000	14,501****	
20	Greater than 10,000,000		Contact us for a quote	
*Minimum fee for mixed organic and non-organic (all types, all crops)				
**Minimum fee for livestock operations with greater than 10 mammals or 200 poultry.				
***Minimum fee for clients certified to Canadian Organic Regime (COR) Compliance Program.				
****Maximum fee for broker/trader/wholesaler/distributor clients with fewer than 5 facilities included in their certification who do not repack or repack fewer than 20 items.				



## OCAL CERTIFICATION FEE SCHEDULE

Fee Category	OCal Production Value (OPV)		Fee	
	At Least	Not More Than	Crop/Distributor	Manufacturer
1	\$0	\$10,000	\$275	\$825
2	10,001	20,000	363	825
3	20,001	50,000	462*	825*
4	50,001	100,000	605	825
5	100,001	200,000	781	924
6	200,001	300,000	1,023	
7	300,001	400,000	1,331	
8	400,001	500,000	1,727	
9	500,001	600,000	2,244	
10	600,001	700,000	2,915	
11	700,001	1,000,000	3,498	
12	1,000,001	1,500,000	4,126	
13	1,500,001	2,000,000	4,946	
14	2,000,001	2,500,000	5,940	
15	2,500,001	3,000,000	7,128	
16	3,000,001	3,500,000	8,554	
17	3,500,001	4,000,000	10,260	
18	4,000,001	5,500,000	12,312	
19	5,500,001	10,000,000	14,501	
20	Greater than 10,000,000		Contact us for a quote	
*Minimum fee for mixed OCal and non-OCal (all types, all crops).				

### Organic Production Value (OPV)

All organic production must be reported and used to calculate your OPV, even if not sold as organic. Some portion of organic production not sold as “organic” may be exempt from fees. Clients must submit a request in writing to the CCOF CCO for such an exemption. At the CCO’s discretion a request for exemption may be granted for up to \$3,000 in fees.

Evidence of OPV, including sales records and/or production capacity, must be available for review at the annual certification inspection. CCOF CS reserves the right to adjust the certification fee based on information gathered at the inspection. All organic production and sales information is held strictly confidential except that CCOF CS makes this information available to the USDA Secretary or applicable State Organic Program’s Governing State Official in order to carry out its obligations under the USDA NOP.

Evidence of OPV includes, but is not limited to:

- A) Sales records
- B) Income tax revenue statement from most current year (Schedule F)
- C) Acreage multiplied by per acre yield and crop value (may be based on county agricultural commissioner reports)
- D) Other third-party records such as a broker, sales agent, or cooperative.

CCOF CS reserves the right to request a compliance audit by a Certified Public Accountant at the client’s expense.

### Calculating the Organic Production Value (OPV) for Handlers/Processors

Handlers/processors may deduct the cost of organic product purchased from their OPV. To find the annual renewal fee on the fee table that follows, clients must first collect the following information:

**A=** Total value of certified organic production/sales/services such as brokers, contract processing or handling



**B**= Certified organic purchased product price. This is product purchased, not produced, by the client.<sup>2</sup>

**C**= Service fees charged by certified organic co-processors

**A-B-C** = Organic Production Value subject to annual certification fee.

### Calculating the Organic Production Value (OPV) for Farms and Livestock operations

Farms and Livestock operations may deduct the cost of certified organic seed, certified organic transplant starts and/or certified organic feed purchased from their OPV. Livestock operations may also deduct the cost of custom grazing or management of their organic animals on another operation's certified pasture. The costs associated with this deduction may be for the lease of the operation's certified pasture and/or the cost of the service from the certified service provider. This deduction does not apply to operations leasing pasture that is listed on their own organic certificate. Service fees charged by certified organic co-processors may also be deducted.

### Retail Establishment Fees

The annual certification fee is based on complexity of operations and the number of open locations between Q4 (Oct 1) of the previous year and the end of Q3 (September 30) of the current year. All locations are counted, even if a location is only open for a limited period during that time frame. For retailers with more than one location, CCOF issues a certificate to the certified legal entity with an addendum listing all locations.

For retailers with limited (e.g. single ingredient repacking) or no processing, the certification fees described in the Annual Retail Certification Fee Category below apply. Certification includes up to three departments per location (e.g. Produce, Bulk, Cheese). Additional departments may require additional fees dependent on activities.

For restaurants and other retailers who process or prepare multi-ingredient foods (e.g. retailers with prepared foods department, bakery, delicatessen), the certification fees described in the Annual Restaurant/PFD Certification Fee Category below apply. CCOF CS will only accept applications for restaurants and other prepared foods establishments with all-organic menu items, only the CCO can waive this policy. See Section 5, "Certification for Exempt Operations" for more details.

Any retailer that adds a new location and/or has over 10 locations will incur an additional fee per location. An initial location fee is applied when an operation informs CCOF of their plans to open a new location, see "Adding Retailer Location Fee" section below. A per location annual fee is applied to each location over the first 10 locations as part of the calculated annual Certification Fee.

A retailer wishing to certify private labels, importing, or other activities outside the scope of CCOF's Retail OSP forms is considered a handler and charged the fees per the Handler/Processor Certification Fee Schedule above in addition to the Retailer or Restaurant/PFD Certification Fee.

Inspection fees are assessed per regular CCOF rates. The CCO has the sole discretion to negotiate fees.

Number of Locations	Annual Retailer Organic Certification Fee Category	Annual Restaurant/PFD Organic Certification Fee Category
1	6	8
2	8	11
3-5	13	15
6-10	15	18
>10	15 + \$300 per location for each location >10	18 + \$600 per location for each location >10

### ANNUAL FEES FOR SPECIFIC SERVICES (RECURRING)

CCOF CS charges additional annual fees for services in order to allocate costs according to demand. If applicants or clients have questions regarding these fees, please contact a CCOF CS representative for clarification.

<sup>2</sup> OCal Operations can include the price of both OCal and Organic purchased products.



## Production Facilities

Farm clients who use post-harvest handling facilities that are not independently certified are billed annually \$350 per facility or production type. Handlers are only billed for facilities in addition to their main production facility. Examples include (but are not limited to) certification of:

- A) A processor that uses one facility for product manufacturing and another for packaging
- B) A huller, packer, sorting line, or cooler in conjunction with a farm
- C) Milk barns in conjunction with dairy farms
- D) Parcels or livestock in conjunction with a processing plant or handling operation.

The CCO may reduce the fee for additional production for operations that sell less than \$20,000 of product per year, or for operations that add a very small number of animals to an existing farm.

## Private Label Name & Seal Use

Clients who label products for a Private Label Owner that is not certified by CCOF CS, which use the CCOF CS name and/or seal, are billed a Private Label fee of \$350 for up to five universal price codes (UPCs) and \$50 for each additional UPC beyond the first five. Note that different sizes of the same product generally have different UPC codes and are counted as separate UPCs. Adding Products or Services fees also apply to any new product, see below. CCOF CS invoices the client for the private label fee at initial approval of the private label products. The private label fee is then included annually as part of the invoice for the certification fee at subsequent renewals.

## Uncertified Exempt Handlers (EHA)

CCOF CS charges an annual \$75 fee for each new Exempt Handler Affidavit (EHA) form added to a client's OSP. This fee is charged upon approval of the Exempt Handler and at annual renewal. This fee is also charged when an Uncertified Handler's exempt status is unresolved and CCOF has referred the Uncertified Handler to USDA NOP for review.

USDA NOP clients who use uncertified, exempt storage facilities to store product in sealed, tamper-evident packaging must submit an Exempt Handler Affidavit (EHA) for each storage facility.

USDA NOP clients who source ingredients or products from uncertified, exempt operations such as brokers, traders, wholesalers, or distributors must submit an Exempt Handler Affidavit (EHA) for each uncertified handler.

Only uncertified operations that do not open, re-label, repack, combine or split loads, or process crops or products in any way are eligible to submit the EHA. Other restrictions on exemption eligibility apply, as outlined on the EHA form. If CCOF determines that exemption and the EHA do not apply, certification will be required before any CCOF-certified client can work with the uncertified handler.

*The above does not apply to the OCal program or COR clients. See Section 3, subsection "Annual Fees for Specific Services (Recurring)" subsections "OCal Uncertified Handlers- Brokers, Traders, Wholesalers, Distributors" & "OCal Uncertified Handlers – Storage Facilities" for more details about fees and forms for OCal clients working with uncertified handlers.*

## OCal Uncertified Handlers (UHA) – Brokers, Traders, Wholesalers, Distributors

OCal clients who source cannabis ingredients or products from uncertified, excluded operations such as brokers, traders, wholesalers, or distributors must submit an Uncertified Handler Affidavit (UHA) for each uncertified handler. Only uncertified handlers that do not open, re-label, repack, combine or split loads, or process crops or products in any way are eligible to submit the UHA. CCOF CS charges an annual administrative fee of \$150 for each uncertified handler of cannabis product.

*USDA NOP and COR clients – UHA does not apply. See Section 3, subsection "Annual Fees for Specific Services (Recurring)" subsection, subsection "Uncertified Exempt Handlers (EHA)" for more details.*

## OCal Uncertified Handlers (UHA) – Storage Facilities

OCal clients who use uncertified, excluded storage facilities to store unsealed cannabis product or product in permeable packaging must submit an Uncertified Handler Affidavit (UHA) for each storage facility. Only storage facilities that do not open, re-label, repack, combine or split loads, or process crops or products in any way are eligible to submit the UHA. CCOF CS charges an annual \$50 administrative fee for each storage facility storing cannabis product. A UHA or fee is not required for storage facilities that store sealed products in final retail packaging.



*USDA NOP and COR clients – UHA does not apply. See Section 3, subsection “Annual Fees for Specific Services (Recurring)” subsection, subsection “Uncertified Exempt Handlers (EHA)” for more details.*

### **COR Storage Facility Affidavit (SFA)**

COR clients who use uncertified, exempt storage facilities to store unsealed organic product or product in permeable packaging must submit a Storage Facility Affidavit (SFA) for each storage facility. Only storage facilities that do not open, re-label, repack, combine or split loads, or process crops or products in any way are eligible to submit the SFA. CCOF CS charges an annual \$50 administrative fee for each storage facility storing organic product. A SFA or fee is not required for storage facilities that store sealed products in final retail packaging.

*USDA NOP and OCal clients – SFA does not apply. See Section 3, subsection “Annual Fees for Specific Services (Recurring)” subsection, subsection “Uncertified Exempt Handlers (EHA)” for more details.*

### **FEES FOR SPECIFIC SERVICES (ONE TIME FEES BILLED PER ACTIVITY)**

CCOF CS charges additional fees for services in order to allocate costs according to demand. The following is a list of the most common services requested and the associated fees. Please contact the CCO for additional information for services not listed here.

#### **Adding Acreage**

CCOF CS charges a \$125 fee for review of the add acreage application for each new parcel added to a client’s OSP. This fee is charged at initial submission of the add acreage application. CCOF CS bills a reduced fee of \$75 for complete add acreage applications submitted within the first two years of the parcel’s three-year transition to organic management.

#### **Adding Products, Services, or Suppliers**

CCOF CS charges a \$120 administrative fee for each new product or service added to a certified client’s OSP. Each individual product formula and brand is considered one product. Label or formula changes for existing products are reviewed for no additional fee. CCOF may charge a reduced rate of \$120 for up to three single ingredient products for the same brand or three brands for the same single ingredient product. Fee adjustment is at the sole discretion of CCOF and only applies to products submitted for review simultaneously. See Private Label Name & Seal Use section above for fees that may apply to products produced for Private Label Owners who are not certified by CCOF CS. There is no charge for CCOF CS review of new ingredient suppliers for operations who process, repack, relabel, or own a label.

For operations who sell organic products, but do not process, repack, relabel, or own a label (e.g. broker, trader, wholesaler, distributor, and importer), CCOF CS charges a \$120 flat rate administrative fee for the addition of more than 25 new suppliers submitted for review at one time. There is no charge for CCOF CS review of 25 or fewer suppliers at one time. Fees to add new products to the OSP may apply if the CCOF Client Profile is updated; the fee for this service is \$120 for up to three new products submitted for review simultaneously.

Certified clients may be charged \$120 per hour if they wish to add more than 20 new products, new suppliers, or new materials to their Organic System Plan at one time. \$720 minimum charge for >20 new products and \$120 minimum charge for >20 new suppliers or materials. This fee covers the cost of review and data entry. For new products, this fee is billed in lieu of the \$120 per product fee. Fee adjustment is at the sole discretion of CCOF and only applies to >20 of the same type of update (products, materials, or suppliers) submitted for review simultaneously. CCOF CS can provide an estimate upon request.

#### **Additional Processing Facility, Equipment or Co-Packer**

CCOF CS charges a \$350 fee for each additional handling or co-packing facility or equipment line added mid-year to an operation already entered into the certification program, including relocation of an existing facility. CCOF CS applies this fee to post-harvest handling operations for farms as well as to handlers. The fee is charged at initial submission of the application.

#### **Adding Retailer Location**

For each new retailer location added mid-year to a certified operation, including relocation of an existing location, the following fees apply. The fee is charged at initial notification of the location. Complete information is required as part of your initial notification, including location name, location code (if used), complete address, and projected open date. Opening a new location prior to notifying CCOF will result in a noncompliance.

- \$300 if submitted within 60 or more days of opening





- \$450 if submitted within 59-30 days of opening
- \$600 if submitted within 29-0 days of opening

### Additional Scope of Certification

CCOF CS charges a \$350 fee to add a scope (Crops, Livestock, Handling, etc.) to an existing certification. For example, a crop producer adding livestock may be charged \$350 plus any other additional fees. The CCO may reduce the fee for additional production for operations that sell less than \$20,000 of product per year, or for operations that add a very small number of animals to an existing farm.

### Rush Inbox Review

Operations who need a response regarding an OSP update (that does not require an inspection) more quickly than CCOF CS's regular turnaround time may request a Rush Review. This service is not currently available to Regenerative Organic Certified® clients. Types of OSP updates that do not require an inspection and are eligible for Rush Review include new labels, new inputs or new suppliers. The fee is \$400 for a 2-day response and \$200 for a 5-day response, per item submitted. Other fees may also apply, e.g. add product fee. See description in Section Two above.

For more rush services, refer to Transaction Certificates below.

### Expedited Review

Eligible operations that need an expedited inspection and certification decision may enroll in the Expedited review program. The following table includes the expedited fee, the associated application, add scope/facility/acreage fees and total fee for service:

EXPEDITED SERVICE	EXPEDITED FEE	APPLICATION, ADD SCOPE, ACREAGE, FACILITY FEE	TOTAL
Initial Certification	\$2,500.00	\$350.00	<b>\$2,850.00</b>
Add Facility or Equipment Certification	\$2,000.00	\$350.00	<b>\$2,350.00</b>
Add Acreage Certification	\$2,000.00	\$125.00	<b>\$2,125.00</b>
Add Scope Certification	\$2,500.00	\$350.00	<b>\$2,850.00</b>
Initial Certification - Post-Inspection	\$1,500.00	\$350.00	<b>\$1,850.00</b>
Add Facility or Equipment Certification - Post-Inspection	\$1,500.00	\$350.00	<b>\$1,850.00</b>
Add Scope Certification - Post-Inspection	\$1,500.00	\$350.00	<b>\$1,850.00</b>
Add Acreage Certification - Post-Inspection	\$1,500.00	\$125.00	<b>\$1,625.00</b>
Annual Certification - Post-Inspection	\$1,500.00	0	<b>\$1,500.00</b>

Expedited services may be requested after an application is accepted. The full Expedited program fee applies if Expedited services are requested before the corresponding inspection has been conducted, provided an inspector is available to meet the expedited timeline. If no inspector is available to meet the timeline, expedited services will be offered post-inspection.

Expedited review program fees for new applicants must be paid before this service begins. There are no refunds for expedited service except as outlined in Section Two above. See Section Two above for a complete description of this program.

### Extended Services Program

Extended Services Program Operations that are not in the CCOF CS tier 26 annual fee category may enroll in the Extended Services Program described in Section Two for an additional annual fee. This program is not currently available to Regenerative Organic Certified® clients. Contact CCOF CS for a quote.



### Compliance Oversight Surcharge

Operations that require additional monitoring, inspections, or oversight in the context of a settlement agreement or other process may be charged additional initial and annual charges based on the complexity of additional monitoring requirements. Such charges will be identified in appropriate documents and mutually agreed, in writing through the mediation process. In cases where an operation enters into a settlement agreement with the National Organic Program (NOP), California Department of Food and Agriculture (CDFA), or another USDA-accredited certifier that requires CCOF to oversee compliance with the agreement's terms, the operation will be billed the minimum compliance oversight fee for each year that requires CCOF oversight, unless the settlement agreement specifies otherwise.

These fees are based on four basic tiers starting at \$3,000 and increasing by \$3,000 increments (e.g. \$3,000, \$6,000, \$9,000 and \$12,000). These charges facilitate costs associated with scheduling, management and oversight of ongoing settlement agreement or other process-based compliance efforts such as ongoing reporting, additional inspections, or testing oversight. Annual cost will be determined based on the complexity of the issues, frequency of required monitoring and number of additional inspections required. The CCO may increase or decrease the fee tier in cases of need or extenuating circumstances.

### Late/No Response Fees

If CCOF CS requests information or a response from a client by a specific due date, and the client does not submit the information or documents needed, causing CCOF CS to have to issue a Noncompliance or Proposed Suspension/Revocation, CCOF CS charges a \$150 late/no response fee.

Such situations include, but are not limited to, a client's failure to submit the Annual Renewal contract by the due date or a client's failure to respond to requests for information or notifications of Noncompliance by the due date. CCOF CS notifies clients in applicable documents that failure to respond by the due date results in late fees.

### Transaction Certificates (TCs)

CCOF issues Transaction Certificates for specified movements of organic products that require verification of compliance with regulatory requirements. The Transaction Certificates are issued per the rates in the chart below. Any extra administrative requests for processing transaction certificates may include a \$5 service fee plus any postal costs. CCOF strives to process transaction certificates within 3-5 business days of receipt.

The processing of requests for transaction certificates typically takes 3-5 business days. CCOF offers rush services at additional fees. See the table below for specific rates and fees.



### Transaction Certificate Rates

Service Type	Transaction Certificate Rate Types	Rate
Standard Transaction Certificate	Requests for certificate of product exported to other countries and for requests for product exported to countries requiring transaction certificates (i.e. TM11 for Taiwan/Japan, NAQS for Korea, DCTI for Mexico). This includes NOP Import Certificates (NOPIC) for a single shipment.  This fee also applies to Transaction Certificates that must be reissued.	\$85
European Union Certificate of Inspection (COI)  Great Britain Certificate of Inspection (GB COI)	Request for certificate of products exported to the European Union and as submitted by the client via the European Commission TRACES system, and for products exported to Great Britain. Important: To avoid shipment rejections, COIs must be authorized by CCOF prior to the shipment leaving the port of departure.	\$110
Multi-Shipment National Organic Program Import Certificate (NOPIC)	Request for certificate of products imported to the United States as issued by CCOF via the Organic Integrity Database (OID).	\$110
Bulk Transaction Certificate Requests	For clients requesting over 15 certificates simultaneously, CCOF may charge a single fee for every three issued. Fee adjustment is at the sole discretion of CCOF.	3 TCs for the price of 1
Valued Partner Agreement for Bulk Requests	To support high frequency shipments, CCOF may offer bulk discounts to clients based on need and ability to comply. Any special billing must be approved by the CCO and documented in a Valued Partner Agreement. Contact CCOF for more information.	Varies
<b>Additional Rush Transaction Certificate Fees</b>  <b>The rush fee applies in addition to the standard document rate noted above. Standard Rates plus the additional cost for the type of rush requested.</b>		
Same Day Rush Fee	An additional fee charged when a request is required to be rushed on the same day. The standard document rate still applies as well. The request must be submitted by noon PT and processed before 5pm PST.	\$100
Two Business Day Rush Fee	An additional fee charged when a request is required to be rushed within two business days. The standard document rate still applies as well. The request must be submitted by 5pm PT to be processed before 5pm in two business days, e.g., request received by Monday 5pm PT would be processed before Wednesday 5pm PT.	\$50

### Reproduction and Information Rates

CCOF CS does not charge for the routine reproduction of certificates, client profiles, or other file information intended for the sole use of clients. For bulk requests for 10 or more certificates or other public information, including results of periodic residue testing, CCOF may charge a reproduction fee or require enrollment in CCOF services to provide this information, such as MyCCOF: Supplier Management.

To provide information related to applicants and clients in any format (this includes electronic and hard copy files), CCOF CS charges either \$10 per document or result requested, or \$85 per hour (with a minimum charge for one hour), whichever is more, plus the cost of materials. CCOF CS can provide an estimate for each job upon request.



## Technical and Other Services

CCOF CS may charge additional fees for other customized services, such as sampling or additional verification, on a per quote basis. CCOF CS reserves the right to bill clients and other entities an hourly fee for administrative services and technical services. See Common Fees Quick Reference table for billing rates.

## OSP Walk Through Service

CCOF CS offers a comprehensive and complete overview on how to maintain your Organic System Plan information using CCOF's systems. Walk-throughs will be led by a CCOF Certification Specialist who can provide technical assistance and help you navigate MyCCOF tools. The cost for the OSP Walk-Through service is \$425 for 90 minutes. Each additional hour will be billed at \$100 per hour. The cost for the OSP Walk-through in person includes all travel costs associated with a CCOF Certification Specialist traveling to your operation plus \$125 for up to 4 hours total travel time. Travel time in excess of 4 hours will be billed in 4-hour increments (i.e. 6 hours of travel will be \$250).

## Complaint, Investigation & Adverse Action Fees

Applicants and clients are responsible for reimbursing CCOF CS for all costs incurred by CCOF CS as a result of adverse actions, investigations, and legal issues involving the applicant or client. Adverse actions may include but are not limited to: actions described in Section Four, including sanctions, adverse actions, complaints, appeals, mediation, litigation, or enforcement actions. The costs that the applicant or client must reimburse include but are not limited to: the costs of conducting mediation, investigations, conducting additional inspections, conducting discovery, and responding to subpoenas or other discovery requests. Costs are billed at the technical services rate above. CCOF CS does not bill for pesticide residue testing. A Mediation fee will be billed when an operation chooses mediation to resolve a non-administrative proposed adverse action(s), to cover the cost of arranging mediation, with the exception of OCal manufacturers who request mediation to the CDPH.

If CCOF CS prevails in a mediation, dispute, proceeding, or other contested action against the applicant, certified operation or client, the applicant, certified operation or client is responsible for paying all costs incurred by CCOF CS, including CCOF CS's reasonable attorneys' fees, expenses and costs.

## Investigation Cost Recovery

When CCOF CS performs an investigation, which may or may not include inspection(s), and identifies noncompliance(s), the applicant or client may be responsible for the associated costs of the investigation, including conducting additional inspection(s), per *Technical and Other Services* and *Complaint, Investigation & Adverse Action Fees*, above. The associated costs may be billed either when CCOF closes the investigation or when a proposed adverse action(s) is issued. The costs recovered are based on the amount of time it took to conduct the investigation, starting at a minimum of one hour, and may include review of investigation related evidence, inspection reports, and meetings.

## Appeal Fee

To prevent spurious appeals and to help offset the cost of adjudication proceedings, an operation appealing a decision made under any non-NOP CCOF CS certification program (including, but not limited to: COR), must submit a fee of \$500 with the appeal. There is no fee to appeal a decision under the NOP certification program.

## NON-PAYMENT OF FEES

Underpayment or non-payment of any fees constitutes a violation of CCOF CS policy and applicable standards and is grounds for a Noncompliance and adverse action.

All fees and invoices are due upon receipt. CCOF CS considers payment delinquent after 30 days from the date of the invoice. If a client has a problem making payment within 30 days, or questions the amount due, they can put the late fee and adverse action process on hold by submitting a payment plan or complaint in writing to the CCOF CS Accounting Department within 30 days of the invoice date. The CCO and the Accounting Department reviews the request and respond to the client within 14 working days from the date received. After 30 days, the Accounting Department sends a notice to all outstanding accounts and late fees are added based on an annual rate of 18 percent per year (minimum late fee of \$1).

Ninety (90) days after the original invoice due date, the Accounting Department refers all clients to the CCO for issuance of a Noncompliance. When a payment plan payment is 30 days past due, a Noncompliance for nonpayment may be issued if the original invoice for services is 90 days overdue. Certification services cannot be provided to applicants or clients whose fees are more than 60 days past due.



After approximately 105 days of nonpayment, CCOF CS issues a notification of Proposed Suspension. After approximately 135 days of nonpayment and where mediation was not requested or successful or an appeal was not filed, CCOF CS issues a notification of Suspension and the account is sent to collections.

Because processing payment Noncompliances is costly to CCOF CS and takes away from the ability to provide service to other clients, all clients who receive a Noncompliance and subsequent Proposed Suspension for non-payment is charged an additional \$150 per notice to cover administrative and other costs.

Clients who wish to surrender their certification (withdraw) must notify CCOF CS in accordance with Section Two. Clients who no longer wish to be certified, but who do not notify CCOF CS that they wish to withdraw, continue to be invoiced fees. Clients that leave CCOF CS and do not pay outstanding invoices have balances sent to collections.

### **Collection Policy**

Clients are liable for all default payments and collection costs including reasonable attorneys' fees. CCOF CS assigns the account to a collection agency after 150 days from the date of invoice.

If a client pays the outstanding balance after the account is sent to collection, CCOF CS charges a collection penalty of 35% of the amount of the invoice. CCOF CS charges this penalty to offset the cost of sending the account to collection.

### **FEE REDUCTIONS, WAIVERS AND DEFERRALS**

The CCO may grant waivers and deferrals of \$800 or less for any CCOF CS invoice (except in the case of organic crops or products not sold as "organic"). Other deductions may include fee adjustments to ensure market competitiveness of the CCOF CS certification program, such as use of the CCOF seal and/or transfer of certification to CCOF CS from another certification agency.

The CCOF CS Management Committee must approve a waiver or reduction that exceeds \$3,500. Requests for a waiver or deferral must be made in writing and submitted to the Accounting Department, before the payment due date. A waiver of Annual Fees is only considered in cases of catastrophe or hardship. A waiver for crop failure can only be used once in any three-year period.

### **Operations Currently Certified by Other Certifiers**

If an operation is currently certified by another certifier and wishes to transfer to CCOF CS, the one-time Application fee may be waived. See the CCOF Certification Transfer form for more details. For operations who wish to transfer their USDA NOP certification or CDFA/CDPH OCal Certification to CCOF and have retail labels that identify their existing certification agent and would face significant costs or hardships due to the requirement to modify the certifier name on their existing label stock or else dispose of labels, CCOF may offer the following:

- A) Up to 100% reduction in Certification fees for the first year of certification with CCOF
- B) Up to 75% reduction in Certification fees for the second year of certification with CCOF
- C) Up to 25% reduction in Certification fees for the third year of certification with CCOF.

Operations would still be responsible for inspection, Rush program, Expedited program or other optional fees. The CCO may negotiate certification fee reductions to allow operations to maintain dual certification while they use up retail labels listing the previous certifier. Operations granted fee reductions under this program must agree that all new labels carry the "Certified Organic by CCOF" statement and that all labels identify CCOF as the certifier within a specified period of time.

### **Research, Charitable, & Education Operations**

Operations that are exclusively used for public research and education may be exempt from paying the annual certification fee upon request. These operations are not exempt from inspection fees.

### **Volunteer Contributions**

Volunteers of CCOF Inc. may be compensated with up to \$150 in fee waivers. The volunteer contribution program is provided for at the discretion of the CEO of CCOF Inc.

## **SECTION FOUR: ENFORCEMENT, ADVERSE ACTION, SANCTIONS & DUE PROCESS**

*This section also applies to OCal Certification unless otherwise noted. OCal clients should substitute the terms "Organic" and "Organic System Plan" with "OCal" and "OCal System Plan" for applicability, and substitute the entity "CCOF CS"*



with “CCOF OCal CS,” which is the CCOF business that offers “comparable to organic certification” for cannabis to the CDFA and CDPH OCal regulations.

## **ENFORCEMENT**

CCOF CS enjoys the reputation of a premier certification agency because it has created and maintained a high-quality certification program to ensure that end consumers are delivered products of the highest organic integrity. CCOF CS takes all allegations of violation of organic and other applicable standards very seriously and thoroughly investigates all substantive written reports of violation. However, no rules or laws can strengthen the program more than the commitment of the operators of the CCOF CS certified businesses to follow the production standards with care and honesty.

CCOF CS handles issues related to violations of standards with the highest priority. The marketplace acceptance and success of third-party certification programs strongly depends on the consumers’ confidence in the authenticity and integrity underlying certified product label claims. To this end, CCOF CS implements quality certification services that ensure compliance prior to granting certification and monitors continued compliance of certified operations.

CCOF CS’s enforcement procedures occur in various contexts and include the ability to take adverse action against noncompliant operations to protect consumer confidence in the organic certification process. When an operation is found to be out of compliance with the standards, CCOF CS applies the certification sanctions described below.

Enforcement procedures also include measures to ensure due process to protect the rights of certification applicants and certified operators by providing an opportunity to respond to noncompliance findings prior to adverse action taken by CCOF CS. This balance of adverse action and due process ensures the certification process remains strict but fair.

### **Complaints and Investigations**

CCOF CS investigates all complaints relating to organic integrity or allegations of noncompliance with applicable standards in a timely and efficient manner. CCOF CS may receive complaints about suspected violations of standards from consumers, inspectors, farmers, distributors, brokers, government officials, or any other interested party. CCOF CS is committed to thoroughly investigating complaints that are submitted in writing and where evidence is provided that supports the allegations. When a complaint is received CCOF CS acknowledges receipt and takes appropriate action, documents the action(s) taken and its effectiveness, and documents the resolution. Whenever possible, CCOF notifies the complainant of the resolution in a confidential manner. CCOF CS notifies the appropriate oversight authorities of compliance proceedings and actions taken that result from a formal investigation. If an operation refuses to cooperate in an investigation, CCOF CS deems this sufficient cause for issuance of a Noncompliance and potentially further adverse action. In addition, any CCOF -certified operation that becomes aware of any organic products they grew, handled, processed, brokered or sold that have been contaminated with prohibited materials, they must immediately notify CCOF CS.

To file a complaint with CCOF CS, visit [www.ccof.org/ccofs-online-complaint-and-feedback-portal/](http://www.ccof.org/ccofs-online-complaint-and-feedback-portal/)

### **Regenerative Organic Certified® Complaints and Investigations**

For Regenerative Organic Certified®, CCOF aims to provide confirmation of receipt for all related complaints within 10 business days, and to resolve Regenerative Organic Certified® related complaints within 18 months. If CCOF does not meet these timelines, the complainant may present their complaint to the Regenerative Organic Alliance.

### **Monitoring the Marketplace**

CCOF CS routinely surveys the retail marketplace to monitor use of the CCOF name and seal and to evaluate product label claims for conformance with organic standards and the CCOF Name and Seal Use Notification. If such monitoring finds that the CCOF name, seal or logo is being misused or that product labels are noncompliant, CCOF CS takes appropriate action, including issuing a notification of Noncompliance to the operations or reporting the finding to the USDA Administrator, State Organic Program or other authority.

### **Testing of Organic Products and Inputs**

Operations seeking certification with CCOF CS must make all organic products and inputs available for examination, sampling or testing by CCOF CS, or any governing official with regulatory authority associated with the applicable organic standards.





CCOF CS, or other governing officials, may require pre-harvest or postharvest testing of any input or product to be sold, labeled, or represented as organic under the standard when there is reason to believe that the input or product has come into contact with a prohibited substance or has been produced using excluded methods, such as genetically engineered organisms. Such tests must be conducted by appropriately designated representatives for CCOF CS at CCOF CS's own expense or governing officials at the official's expense.

If test results indicate a product or input contains pesticide residues or environmental contaminants that exceed the FDA, EPA or other regulatory tolerances, CCOF CS promptly reports such data to the Federal health agency and comparable international authorities whose regulatory tolerance or action level has been exceeded.

Under the USDA NOP, when residue testing detects prohibited substances at levels above 5 percent of the EPA tolerance level, or the actual FDA action level, the agricultural product must not be sold, labeled or represented as organically produced. CCOF CS, the State organic program's governing State official, or the USDA Administrator may conduct an investigation of the certified operation to determine the cause of the prohibited substance's presence.

For OCal operations, if test results indicate a cannabis product contains prohibited pesticide residues for which there is no action level established by the Department of Cannabis Control (DCC) or that exceeds the established DCC action level, CCOF CS promptly reports such data to the CDFA/CDPH. In these cases, and in cases where testing detects environmental contamination, the cannabis will be excluded from sale as OCal. CCOF CS or the CDFA/CDPH may investigate the certified operation to determine the cause of the prohibited substance's presence.

### **REGENERATIVE ORGANIC CERTIFIED® ADVERSE ACTION AND CORRECTIVE ACTION PROCESS**

Failure to adhere to the Regenerative Organic Certified® Framework and Program requirements may result in the cancellation or denial of an operation's certificate by CCOF. The conditions that may result in cancellation or denial as well as a description of the corrective action process is described in the Regenerative Organic Certified® Operations Manual for Certifying Bodies located at [www.regenorganic.org/resources](http://www.regenorganic.org/resources).

### **ADVERSE ACTIONS AND SANCTIONS**

It is the responsibility of operations and responsibly connected persons seeking organic certification to understand and comply with all the applicable standards for certification. If operations do not understand the requirements for certification, they are encouraged to contact CCOF CS for clarification.

Notices of Noncompliance, Proposed Suspension or Revocation, and Denial, Suspension and Revocation concerning certification to the USDA are copied to the USDA Administrator. Notices of Proposed Suspension or Revocation and Notices of Denial concerning certification to the USDA NOP for operations in California are copied to the CDFA State Organic Program administrator. The Canadian Food Inspection Agency is notified of Cancellations or Suspensions of certification to the Canadian Organic Regime standards.

#### **Noncompliances**

When an inspection, review, or investigation of a client by CCOF CS reveals that a client is not in compliance with the standards, CCOF CS issues a notification of Noncompliance. The notification of Noncompliance includes:

- A) A description of each Noncompliance;
- B) The facts upon which the notification of Noncompliance is based; and
- C) The date by which the client must rebut or correct each Noncompliance when correction is possible.

Noncompliances may be issued for administrative issues, such as failure to pay invoices, failure to return the Annual Renewal Contract, etc. Noncompliances are issued for activities that are a threat to the organic integrity of the organic product. All Noncompliances must be resolved and closed before an applicant is granted certification or a client is notified of continuing certification. Noncompliances that are not adequately resolved result in additional adverse action.

#### **Resolution of Noncompliance**

A client who has been issued a notification of Noncompliance may resolve the Noncompliance by:

- A) Correcting the Noncompliance(s) as described in the Noncompliance. CCOF CS must be provided with a description of the corrective actions taken and supporting documentation to demonstrate the effectiveness of the corrective actions.



B) Rebutting the Noncompliance(s) by submitting a written rebuttal to CCOF CS.

CCOF CS reviews the submitted information documenting the correction or rebuttal of the Noncompliance(s) to determine if the information submitted is sufficient to resolve the issues. If necessary, CCOF CS conducts an on-site inspection to verify corrective actions or information provided in the rebuttal.

If CCOF CS verifies that the correction or rebuttal is sufficient to resolve the Noncompliance(s), CCOF CS notifies the client that the Noncompliance(s) has been resolved and that the operation continues certification.

If CCOF CS determines that the correction or rebuttal is only partial or incomplete, CCOF CS notifies the operation of the Noncompliance issues that remain open and the date by which they must be addressed.

If the corrective actions or rebuttal is not sufficient to resolve the Noncompliance(s), or the client fails to respond to the Noncompliance, CCOF CS escalates the adverse action by either denying certification to a new applicant or proposing suspension or revocation of existing certification.

An operation that has been issued a Noncompliance by CCOF CS may surrender their certification, correct the Noncompliance(s), and submit a new application to CCOF CS or another certification agency, provided that the new application includes a complete application, the notification of Noncompliance, and a description of the corrective actions taken with supporting documentation.

### **Denial of Certification (New Applicants)**

When a new applicant for certification has been issued a notification of Noncompliance and the corrective action or rebuttal is not sufficient for the applicant to qualify for certification, CCOF CS provides a written notification of Denial of Certification. If correction of a Noncompliance is not possible, the notification of Noncompliance and the notification of Denial of Certification is combined into one notice.

The notification of Denial of Certification states the reason(s) for denial and the applicant's right to:

- A) Reapply for certification;
- B) Request mediation;
- C) File an appeal.

### **Proposed Suspension and Proposed Revocation (Clients)**

When a client is issued a notification of Noncompliance and the correction or rebuttal is unsuccessful or not completed by the specified due date, CCOF CS sends the client a written notification of Proposed Suspension or Proposed Revocation. The Proposed Suspension or Revocation may be of the entire operation or of a portion of the operation. When correction of a Noncompliance is not possible, a notification of Noncompliance and notification of Proposed Suspension or Proposed Revocation may be combined in one notification. The notification of Proposed Suspension or Proposed Revocation states:

- A) The reasons for the proposed suspension or revocation;
- B) The proposed effective date of such suspension or revocation;
- C) The impact of a suspension or revocation on future eligibility for certification;
- D) The right to request mediation;
- E) The right to file an appeal.

### **Delivery Receipt Requirement**

The compliance notifications described in the sections above require delivery service confirmation of receipt. CCOF may use either the operation's authorized email address or mailing address as the means for obtaining delivery receipt confirmation. The method chosen is at CCOF's discretion.

### **Suspension and Revocation (Clients)**

If a client has been issued a notification of Proposed Suspension or Proposed Revocation and the client fails to resolve the issue through filing of an appeal, or requesting mediation, CCOF CS sends the client a written notification of Suspension or Revocation.

If a client properly requests mediation or files an appeal, CCOF CS does not issue a Suspension or Revocation while final resolution of the appeal or mediation is pending.



An operation or responsibly connected person whose USDA NOP certification has been suspended under this section may submit a request to the USDA Secretary for reinstatement of its certification. The request must be accompanied by evidence demonstrating correction of each Noncompliance and Corrective Actions taken to comply with and remain in compliance with the organic regulations and standards. The Secretary requires that CCOF CS provide a letter of support of the reinstatement request, which can only be done after CCOF CS performs an inspection and review of the operation to ensure that the operation is compliant, has corrected previous noncompliance(s), and is capable of ongoing compliance. If the USDA provides a decision to reinstate the client, then CCOF CS reinstates certification. Operations or responsibly connected persons wishing to request reinstatement should contact CCOF CS to request information about the reinstatement process and pay any applicable review and processing fees.

The reinstatement process differs for OCal certification. A client whose OCal certification has been suspended under this section may submit a request to CCOF for reinstatement of its certification. The request must be accompanied by (1) a copy of the notice showing the suspension expiration date, (2) a new application for certification in compliance with regulations, (3) evidence demonstrating correction of each Noncompliance and Corrective Actions taken to comply with and remain in compliance with the OCal regulations and standards, and (4) evidence of payment of all applicable fines in accordance with the OCal regulations and standards. Once these items are satisfied, CCOF may issue a new OCal certificate to the operation.

An operation or a person responsibly connected with an operation whose USDA NOP certification has been revoked is ineligible to receive certification for a period of five years following the date of such revocation, except, that, the USDA Secretary may reduce or eliminate the period of ineligibility. This also applies to OCal operations, however, the CDFA/CDPH rather than the USDA secretary may reduce or eliminate the period of ineligibility.

A client whose Canadian Organic Regime certification has been suspended must refer to the CCOF COR Compliance Program Manual for procedures.

### **Cancellation (COR Program)**

A client whose Canadian Organic Regime certification has been cancelled must refer to the CCOF COR Compliance Program Manual for procedures.

### **Willful Violations**

If CCOF CS has reason to believe that a client has willfully violated any standards, CCOF CS takes the appropriate adverse action. This may include issuing a notification of Proposed Suspension or Proposed Revocation, or a combined notification of Noncompliance and Proposed Suspension or Revocation/ Denial.

Under the COR certification program, if CCOF CS has reasonable grounds to believe that information is false or misleading or that a document enabling a business or person to be identified contains a false representation or disseminates misleading information about a product, CCOF CS notifies the CAEQ as soon as possible and sends the CAEQ the documents concerned.

If CCOF CS suspects an operation is engaged in fraudulent or illegal activity, CCOF CS is obligated to notify the California State Organic Program for organic operations located or products sold in California. The CDFA has the ability to levy fines and prosecute cases under the California Organic Foods Act and other state regulations.

CCOF CS notifies the USDA Administrator (organic operations), the CDFA/CDPH (OCal operations), or the CAEQ (COR operations) of all willful violations under that standard, to which the following applies:

### **False Labeling and Misrepresentation of Organic Status**

Under the USDA NOP regulations, any operation, person or responsibly connected person that knowingly sells or labels a product as organic in the United States, except in accordance with the organic regulations, are subject to a civil penalty up to the maximum amount stated in the United States Code of Federal Regulations Title 7 section 3.91 (b)(xxxvi).

Under the CDFA OCal regulations, an operation may be fined up to \$17,952.00 per violation for knowingly labeling or selling a product as "OCal," except in accordance with the OCal regulations or as "Organic," except in accordance with the Organic Foods Production Act of 1990. In addition, an operation may be fined up to \$20,000.00 per violation with a Proposed Suspension or Revocation, a Suspension or Revocation, or in response to a Willful violation. The CDFA receives payment of fines no more than 30 calendar days past the date of notification unless the fine is appealed. All fines must be paid prior to consideration of reinstatement.



Under the CDPH OCal regulations, an operation may be subject to a civil penalty of up to \$5,000 per violation of the OCal regulations. Penalties collected pursuant to OCal regulations will be deposited in the Food Safety Fund established pursuant to Section 110050 of Division 104 of the Health and Safety Code. A person against whom a civil penalty is levied will be afforded an opportunity for a hearing before the department pursuant to Section 131071 of Division 101 of the Health and Safety Code. If no hearing is requested, the civil penalty will constitute a final and nonreviewable order.

In addition to the above penalties for organic and OCal operations, CCOF CS is entitled to attorney's fees and costs incurred in bringing any civil action, arbitration or mediation to enforce any false labeling from certified or noncertified parties incurred using the CCOF name or marks.

### **False Statement(s)**

Under the USDA NOP regulations, any operation, person or responsibly connected person that makes a false statement to the USDA NOP Secretary or a State Organic Program's Governing State Official are subject to the provisions of section 1001 of title 18, United States Code.

Under the CDFA OCal regulations, if CCOF has reason to believe that the applicant for OCal certification has willfully made a false statement or otherwise purposefully misrepresented the applicant's operation or its compliance with the certification requirements pursuant to the OCal regulations, CCOF may deny certification without first issuing a notification of non-compliance.

Under the CDPH OCal regulations, if the CDPH finds or has probable cause to believe, that a cannabis product subject to the OCal regulations is misbranded or falsely advertised (orally, in printed form, or in any other form of media), the CDPH will affix to the affected cannabis products a tag or other appropriate marking. The CDPH will describe the misbranded or false advertising violations and that the cannabis products have been embargoed, and that no person may remove or dispose of the cannabis products until permission for removal or disposal is given by an agent of the CDPH or the court.

### **MEDIATION**

An operation may request mediation concerning a notification of Denial of Certification, Proposed Suspension, or Proposed Revocation directly to CCOF CS in writing. Operations have 30 calendar days from receipt of the notification to submit the written request for mediation. CCOF CS may accept or reject the request for mediation and communicates the decision to accept or reject in writing. The goal of mediation is to enter into a Settlement Agreement. A Settlement Agreement may include terms for continued certification, surrender of part or all of the operation's certification, and/or additional measures to ensure compliance. Operations that enter into Settlement Agreements which include additional oversight mechanisms may incur a surcharge. See fees section.

CCOF may accept an operation's mediation request if it appears that there is the potential for the operation and CCOF to come to an agreement in a timely manner and that the agreement meets the requirements of all applicable standards and/or regulations. CCOF may reject an operation's mediation request if CCOF has evidence that the operation is either not acting in good faith, has provided false or fraudulent information or documentation, or has shown no willingness to come into compliance; if there is no possibility of coming to an agreement that meets the requirements of all applicable regulations; or for other reasons at CCOF's sole discretion. The CCO or their designee is responsible for evaluating whether to accept or reject a mediation request. If the request for mediation is rejected, CCOF CS notifies the operation of the right to request an appeal within 30 calendar days of receipt of the written notification of rejection of the request for mediation.

If the request for mediation is accepted by CCOF CS, such mediation may be conducted by the appropriate state organic agency or other qualified mediator mutually agreed upon by the parties to the mediation. In the state of California, mediations may be handled by the CDFA State Organic Program Administrator, and in accordance with procedures established by the CDFA State Organic Program.

Alternatively, where both parties agree, informal mediation may be utilized. The goal of informal mediation is to resolve issues through constructive dialogue with the operation directly with CCOF CS staff.

Where appropriate, CCOF CS may offer proposed settlement agreement terms and informal mediation proactively.

The parties to the mediation have a maximum of 30 calendar days to reach an agreement from the start of mediation. If mediation is unsuccessful, the operation has 30 calendar days from receipt of the notice of termination of mediation to



appeal the CCOF CS decision. Any agreement reached during or as a result of the mediation process must be in compliance with organic regulations and standards.

The USDA Secretary may review any mediated agreement for compliance to the NOP and may reject any agreement or provision not in compliance with the NOP.

For OCal cultivators and distributors, the mediation information in this section applies under the CDFA OCal standard. The exception is that the CDFA, rather than the USDA Secretary, may review any mediated agreement for compliance to the CDFA OCal regulations and may reject any agreement or provision not in compliance.

For OCal manufacturers, this section does not apply. OCal manufacturers must submit mediation requests in writing to the CDPH 30 calendar days from the notice by CCOF regarding the manufacturer's certification status. If mediation is unsuccessful, the manufacturer has 30 calendar days from termination of mediation to appeal CCOF's decision. The CDPH will document in writing the results of such mediation including any agreement reached.

## **APPEALS**

### **Appeals (all programs except OCal)**

An operation may appeal a notification of Denial of Certification, Proposed Suspension, or Proposed Revocation. Operations enrolled in the Regenerative Organic Certified® program may appeal a certification decision. Notification of Noncompliance, Suspension, Revocation or other decisions made by CCOF CS may not be formally appealed. For OCal appeals, refer to Appeals (OCal Cultivators and Distributors).

A decision to deny, suspend, or revoke certification becomes final unless the decision is appealed in a timely manner. An appeal must be filed in writing within the time period provided in the notice or within 30 days from receipt of the notice, whichever occurs later. The appeal is considered "filed" on the date received by the appeal body (USDA Administrator or CCOF CS, as applicable).

All appeals must include a copy of the adverse decision and a statement of the appellant's reasons for believing that the decision was not proper or made in accordance with applicable program regulations, policies, or procedures.

All written communications between parties involved in appeal proceedings must be sent to the recipient's place of business by a delivery service that provides dated return receipts. All appeals are reviewed, heard, and decided by persons not involved with the decision being appealed.

Appeals under the USDA are handled differently than those under other CCOF CS programs.

### **Appeals (under USDA NOP)**

Appeals regarding certification to the USDA NOP are handled in a manner consistent with the appeals process of the USDA NOP, which is briefly described here. A full description of the appeals process can be found in the NOP regulations at 7 C.F.R. § 205.681. Where an appeal occurs in a state with a State Organic Program (SOP), that state's appeal procedures apply. Appeals must be filed in writing to the CDFA if the operation is located in California, or to the USDA NOP if located outside of California.

CDFA Legal Office, Office of Hearings and Appeals,  
1220 N Street, 4th Floor, Sacramento, CA 95814  
[CDFA.LegalOffice@cdfa.ca.gov](mailto:CDFA.LegalOffice@cdfa.ca.gov); [Danny.Lee@cdfa.ca.gov](mailto:Danny.Lee@cdfa.ca.gov)

USDA-AMS Administrator, c/o NOP Appeals Team  
1400 Independence Ave. SW, Room 2642, Stop 0268  
Washington, DC 20250  
[NOPAppeals@ams.usda.gov](mailto:NOPAppeals@ams.usda.gov)

If the USDA Administrator sustains an operation's appeal, the operation is issued new or ongoing organic certification, as applicable. The act of sustaining the appeal is not to be an adverse action subject to appeal by the affected CCOF CS. If the USDA Administrator denies an appeal, a formal administrative proceeding is initiated to deny, suspend, or revoke the certification. Such proceeding is conducted pursuant to the U.S. Department of Agriculture's Uniform Rules of Practice or the State Organic Program's rules of procedure.

### **Appeals (OCal Cultivators and Distributors)**





An operation may appeal a notification of Denial of Certification, Proposed Suspension, or Proposed Revocation. OCal Cultivators and Distributors may also appeal the imposition of administrative fines pursuant to section 10701(e) of the CDFA OCal regulations. Notification of Noncompliance, Suspension, Revocation or other decisions made by CCOF CS may not be formally appealed.

A decision to deny, suspend, or revoke certification becomes final unless the decision is appealed in a timely manner. An appeal must be filed within the time period provided in the notice or within 30 days from receipt of the notice, whichever occurs later. The appeal is considered “filed” on the date received by the CDFA.

All appeals include the following:

1. The certified operation’s name, mailing address, and daytime phone number;
2. The certified operation’s certification number;
3. A copy of the notice; and
4. A request for a telephonic hearing, if preferred.

Appeals are submitted in writing to the CDFA Legal Office of Hearings and Appeals, 1220 “N” Street, Suite 315, Sacramento, California 95814 or via email to [CDFA.LegalOffice@cdfa.ca.gov](mailto:CDFA.LegalOffice@cdfa.ca.gov).

If the certified operation fails to submit a request for hearing pursuant to the OCal regulations, the proposed suspension or revocation may not be appealed and the CDFA may proceed without a hearing. Appeal proceedings are conducted pursuant to 3 CCR § 10706-10719.

### **Appeals (OCal Manufacturers)**

An operation may appeal a notification of Denial of Certification, Proposed Suspension, or Proposed Revocation. Notification of Noncompliance, Suspension, Revocation or other decisions made by CCOF CS may not be formally appealed.

A decision to deny, suspend, or revoke certification becomes final unless the decision is appealed in a timely manner. An appeal must be filed within the time period provided in the notice or within 30 days from receipt of the notice, whichever occurs later. The appeal is considered “filed” on the date received by the CDPH.

All appeals include the following:

1. A copy of the department's written report of mediation, if applicable.
2. A copy of the registered certifying agent's notice of noncompliance and any documented resolution of noncompliance.
3. A copy of the registered certifying agent's decision of denial of OCal certification, proposed suspension, or revocation.
4. All documentation that support the request for appeal.

Appeals are submitted in writing to the [Chief of the Food and Drug Branch](#). The Chief of the Food and Drug Branch will notify the certified operation of his or her decision within 15 calendar days for proposed suspension and within 30 calendar days for all other decisions.

Within 14 calendar days of the decision of the Chief of the Food and Drug Branch, a requesting party may petition for reconsideration from the Division Chief over the Food and Drug Branch in the Center for Environmental Health. The Division Chief over the Food and Drug Branch in the Center for Environmental Health must notify the requesting party of his or her decision within 30 calendar days. The decision of the Division Chief over the Food and Drug Branch in the Center for Environmental Health constitutes a final and nonreviewable order.

### **Appeals (Under other CCOF CS Certification Programs)**

An operation enrolled in the CCOF CS certification program for certification to a standard other than the NOP (Transitional, COR, MCP, ISP, GLOBALG.A.P., Primus GFS, Regenerative Organic Certified®, etc.) may appeal a certification decision as described above, but the appeal is adjudicated by the CCOF CS Ad Hoc Appeals Committee. The CCOF CS Ad Hoc Appeals Committee renders a final and non-appealable decision to sustain, deny, suspend or revoke certification. Alternatively, they may sustain or deny an appeal regarding an adverse action.

An operation submitting an appeal to the CCOF CS Ad Hoc Appeals Committee should include in their appeal, in addition to the information described above, any relevant background information on the case, reasons to change CCOF CS’s decision, and a suggested resolution to the issue. CCOF CS acknowledges receipt of an appeal. Appellants are strongly





encouraged to submit complete information when making an appeal. Submission of new information after the initial appeal may delay scheduling of the adjudication meeting. In order to prevent spurious appeals and to help offset the cost of adjudication proceedings, the appellant must submit a fee with the appeal as described in Section Three.

Operations appealing a CCOF certification decision for the Regenerative Organic Certified® program submits their appeal to the Regenerative Organic Certified® Program Manager, by emailing [ROC@ccof.org](mailto:ROC@ccof.org). CCOF aims to provide confirmation of receipt for an appeal of a certification decision for the Regenerative Organic Certified® program within 10 business days. The CCOF CS Ad Hoc Appeals Committee renders a final and non-appealable decision to sustain or cancel/deny certification for the Regenerative Organic Certified® program within 60 business days. CCOF will report all appeals to the Regenerative Organic Alliance.

## SECTION FIVE: CERTIFICATION CATEGORIES

*This section also applies to OCal Certification unless otherwise noted. OCal clients should substitute the terms “Organic” and “Organic System Plan” with “OCal” and “OCal System Plan” for applicability, and substitute the entity “CCOF CS” with “CCOF OCal CS,” which is the CCOF business that offers “comparable to organic certification” for cannabis to the CDFA and CDPH OCal regulations.*

As described in Section One above, CCOF CS offers organic certification to crop and livestock producers, wild crop harvesters, processor/handlers, retail establishments, and textile and personal care product manufacturers under a number of national and private standards. A single operation may be certified under more than one scope of certification and to multiple standards. This section of the manual describes the additional categories of certification to those described in Section One.

### **CERTIFICATION FOR EXEMPT OPERATIONS**

Under the USDA NOP regulations, retail establishments and other handlers may be exempt from certification but may seek voluntary certification with CCOF CS. An operation may seek certification for a portion of their business while still having exempt, uncertified activities. NOP regulations section 205.101 describes which operations are exempt from NOP certification. To become certified by CCOF CS, an exempt operation must comply with the regulations set forth in the applicable standards.

CCOF CS can only provide certification to restaurants offering only organic agricultural ingredients and allowed nonorganic, nonagricultural ingredients in their organic products. CCOF CS lacks the administrative capacity to provide certification and oversight of restaurants that include nonorganic agricultural ingredients in their organic menu offerings. Only the CCO can waive this policy.

Under the OCal regulations, a licensed distributor that does not handle cannabis and cannabis products to be labeled, sold or represented as OCal is excluded from the requirements, as are laboratory and retail operations. Excluded distributors may seek voluntary certification with CCOF CS and must comply with the regulations set forth in the applicable standards to become certified.

### **TRANSITIONAL CERTIFICATION**

Operations may become CCOF Certified Transitional if the operation or parcel is free of prohibited materials for one year and complies with all requirements of the USDA Organic regulations (NOP 7CFRPart 205), *except* §205.202(b), which requires three years of no prohibited materials. CCOF Certified Transitional is outside the scope of the USDA Organic regulations.

Operations may apply with CCOF at any point during the three-year transition. CCOF Certified Transitional products may not be labeled, sold, represented or modified by the word “organic.” Operations and/or products may not be brought in and out of CCOF Certified Transitional status.

The Transitional Certification program does not apply to OCal operations.

### **CONTRACTED PARTNER PROGRAM**

CCOF CS clients who contract another business to produce, handle or process their crops or products may benefit from the Contracted Partner Program. CCOF CS clients must contract with certified organic business partners. The Contracted Partner Program directs billing and compliance correspondence to the CCOF operation hiring the Contracted Partner, to reduce the burden of certification on the contracted business.



The contracted business cannot be included in the certification of another entity, but must hold their own certification. CCOF can streamline the certification process for both parties by directing billing and/or compliance correspondence to the contracting operation.

This program is applicable to a variety of business relationships, including, but not limited to, co-ops, winery/bottler, large scale partnerships, private labeler/copacker, and regional buyers.

Contracted businesses seeking to apply under the CCOF Contracted Partner Program must complete the Contracted Partner Application form.

### **PRIVATE LABELS**

The CCOF name and seal may be used on private labels of non-CCOF certified entities provided that the product was produced by a CCOF client in accordance with its OSP. CCOF approval of the private label does not constitute certification of the private label marketer. The use of the name and seal is valid until terminated in writing by the client or CCOF.

Clients must notify CCOF CS in advance of packing any private label product. The client must submit an update to their OSP listing all private label information and the label or package for the marketer entity requesting use of the CCOF name or seal. The client must evidence control over use of the label, USDA Seal, other national seals, and CCOF name and/or seal. The CCOF CS client must provide complete information about the private label marketer entity. CCOF CS notifies the marketer of their responsibilities under applicable organic standards and CCOF's ongoing rights to its name and seal through a Name and Seal Use Notification. The private label marketer entity is authorized to use the CCOF name or seal only on products appearing on the CCOF Client's organic certificate addendum.

The client is responsible for fees including but not limited to fees described in Section Three.

The private label marketer entity must comply with all applicable organic standards, and CCOF standards and policies. If the private label marketer entity is determined to be noncompliant, the client may be subject to adverse actions, pursuant to Section Four. Please contact CCOF CS for more information.

## **SECTION SIX: POLICIES**

*This section also applies to OCal Certification unless otherwise noted. OCal clients should substitute the terms "Organic" and "Organic System Plan" with "OCal" and "OCal System Plan" for applicability, and substitute the entity "CCOF CS" with "CCOF OCal CS," which is the CCOF business that offers "comparable to organic certification" for cannabis to the CDFA and CDPH OCal regulations.*

### **USE OF CONTRACTORS**

CCOF CS may hire inspectors on a contractual basis and uses other contract workers to work on specific projects. Whenever contract services are utilized during the certification process, CCOF CS retains final authority and responsibility for all certification decisions.

### **CONFIDENTIALITY AND PUBLIC INFORMATION, & DATA REPORTING**

CCOF CS safeguards the confidentiality of any business-related information concerning any client, products, or suppliers obtained during the course of certification. CCOF CS does not disclose any proprietary information to third parties without the client's written consent prior to release, except to the authorized representatives of the Secretary, the applicable State Organic Program's Governing State Official, or other authorized representatives of accreditation and certification agencies where necessary to implement the NOP, the State Organic Program, the OCal Program or the CCOF CS certification program. CCOF CS may disclose proprietary information as required by other laws of the United States or other countries in which it performs certification activities, State law or other laws of local governments.

CCOF CS also makes public upon request all certificates, Client Profiles, and any results of laboratory analyses for residues of pesticide and other prohibited substances conducted during the current and 3 preceding calendar years, unless the testing is part of an on-going compliance investigation.

Public information about certified operations is made available at [www.ccof.org/resources/member-directory/](http://www.ccof.org/resources/member-directory/) and print directories released by CCOF CS, as well as by the National Organic Program in the Organic Integrity Database (OID) for



organic operations and the CDPH for OCal manufacturers. CCOF CS routinely makes available to the public the following information about certified operations:

- Business name
- Mailing Address
- Physical location of the Operation
- Contact information, including phone number, main contact's email, and website
- Effective date of certification
- Scope of certification
- Standard to which the company is certified and/or verified and the effective date
- Names of products grown or processed that are enrolled in the CCOF program
- Details about products enrolled in the CCOF program including, but not limited to, acreage, status, and other details contained in the Client Profile
- Parcel and/or facility identification
- Status of certification

This data is consistently updated on the CCOF website and on the National Organic Program's Organic Integrity Database website: [organic.ams.usda.gov](https://organic.ams.usda.gov)

Certified operations may request to opt out of inclusion in the CCOF online and print directories. Opting out removes the entity from the CCOF online and print directories entirely. If an operation chooses to remove their information from the CCOF online and print directories, the following information will also be removed from the NOP Organic Integrity Database:

- Main contact first and last name, operation's primary phone number, main contact's email, and operation website.

Operations cannot opt out of inclusion in the Organic Integrity Database.

Operations certified to the Canadian Organic Regime or the CCOF Mexico Compliance Program may not opt out. A complete listing of these operations is required by the competent authorities and applicable accreditation(s).

### **DISCRIMINATION, HARASSMENT AND RETALIATION PREVENTION POLICY**

CCOF Certification Services (CCOF CS) is committed to providing certification services without discrimination and in alignment with our values of fairness, integrity, and accessibility. We certify operations that fall within the scope of our program, to the extent that our administrative capacity allows.

- CCOF CS does not discriminate based on race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, marital or family status, or any other protected characteristic.
- We do not impose undue financial or procedural burdens that could disadvantage applicants based on the size or type of their operation.
- Certification decisions are not influenced by an applicant's or client's affiliations, associations within the food industry, or the number of previous compliance notices received.
- Retaliatory behavior by clients does not influence certification decisions. All certification actions are based solely on compliance with organic standards and program requirements.

### **IMPARTIALITY**

CCOF CS is committed to maintaining impartiality of certification ensuring the structure and management of certification prevents conflicts of interest. CCOF CS requires all persons who review applications for certification, perform on-site inspections, review certification documents, evaluate qualifications for certification, or make certification decisions, as well as all parties responsibly connected to CCOF CS, to complete an annual conflict of interest disclosure report. CCOF CS ensures that the decision to certify an applicant is made by a person different from those who conducted the initial review of documents and the on-site inspection.

CCOF CS excludes any person with direct conflicts of interest, including contractors, from work, discussions, and decisions in all stages of the certification process, and the monitoring of applicants and clients for all entities in which



such person has or has held a commercial interest, including an immediate family interest, pressures from financial or other issues or from the provisions of general consulting services, internal audits, quality management system consultancy for clients with GLOBALG.A.P. or PrimusGFS programs or that were performed within the 12-month period prior to the application for certification for NOP certification and within a 24 month period prior to the application for all other programs<sup>3</sup>. CCOF CS may also exclude any persons with direct or indirect conflicts; such as self-interest, over-familiarity, intimidation, and competition. Other risks taken into account may also include and are not limited to: the objectives of the inspection, the type(s) of samplings performed during an inspection, the real and perceived impartiality, legal, regulatory and liability issues, the client's organization and its operating environment, impact of the inspection on the client and its activities, the health and safety of its inspection teams, perception of interested parties, misleading statements by the certified client and the use of marks<sup>4</sup>.

CCOF CS does not certify an operation if CCOF CS or a responsibly connected party of CCOF CS has or has held a conflict of interest in the operation. If it is determined, within 12 months of certifying an operation to the NOP or OCal, and within 24 months for all other certifications<sup>5</sup>, that a person participating in the certification process had or has a conflict of interest, CCOF CS reconsiders the application for certification and, if necessary, performs a new on-site inspection or refers an applicant or client to a different certification agency. All costs associated with a reconsideration of application, new inspection or transference to a new agency are borne by CCOF CS.

CCOF CS does not permit any employee, inspector, contractor, or other personnel to accept payment, gifts, or favors of any kind, other than fees prescribed in Section Three from any business inspected.

CCOF CS does not engage in the marketing of certified products or promotion of individual products. Applications are not solicited nor based on the needs of individual buyers. All inquiries about trade or consumers are directed to CCOF, Inc. CCOF CS does not give advice or provide consultancy services to applicants/clients or supply or design products of the type(s) it certifies.

For those clients in the GLOBALG.A.P. or PrimusGFS programs, CCOF CS does not certify other certification body's management system certification activities nor provide quality management system consultancy or internal audits to its clients.

## STANDARDS OF BEHAVIOR

At CCOF Certification Services (CCOF CS), we are committed to maintaining a professional, respectful, and safe environment for all individuals involved in the certification process. This includes our staff, inspectors, clients, and any third parties.

All parties are expected to engage in courteous, constructive communication throughout the certification process.

Inappropriate behavior includes, but is not limited to:

- Verbal abuse, such as yelling, insults, or derogatory language directed at staff or inspectors.
- Threats or intimidation, including threatening legal action or certification retaliation in response to enforcement decisions.
- Sexual harassment, including unwelcome comments, gestures, or advances of a sexual nature.
- Discriminatory remarks based on race, gender, religion, or other protected characteristics.
- Retaliatory actions, such as attempting to discredit or undermine staff or inspectors following a compliance notice.
- Obstruction of the certification process, including refusal to cooperate during inspections or falsifying information.

Certification and inspection settings are considered workplaces and must comply with all applicable workplace safety laws and guidelines. Retaliation against CCOF CS staff, inspectors, or any individuals involved in the certification process,

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<sup>3</sup> ISO 17021 5.2.6

<sup>4</sup> ISO/IEC 17021 4.8, 5.2.1

<sup>5</sup> ISO/IEC 17021 5.2.6



whether in response to perceived grievances, enforcement actions, or other interactions, is strictly prohibited and will be treated as a breach of contract.

Any form of retaliation against CCOF CS staff, inspectors, or others involved in the certification process, whether in response to enforcement actions or other interactions—is strictly prohibited and considered a breach of contract.

Clients who violate any of these Standards of Behavior, including by engaging in inappropriate behavior as defined above, including retaliation, may be deemed to have refused service, which can result in the cancellation of inspections and may lead to noncompliance or adverse actions, including suspension, revocation or surrender of certification.

### **GOVERNING LAW**

Except only to the extent expressly provided herein, this agreement is governed exclusively by and construed according to the laws of the State of California, without giving effect to its body of laws pertaining to conflict of laws.

### **CONSENT TO JURISDICTION**

Client, applicant, or certified operation hereby irrevocably consents to the jurisdiction of the courts of the State of California for all purposes in connection with any action or proceeding that arises out of or relates to CCOF Certification Services' provision of certification or any other services to the client, applicant, or certified operation.

### **INDEMNIFICATION**

To the fullest extent permitted by law, each client, applicant, and certified operation (hereinafter referred to as "Indemnitor") agrees to indemnify, protect, defend with counsel approved in writing by CCOF CS, reimburse, and hold harmless CCOF CS and its affiliates, parent or subsidiary companies, members, directors, officers, employees, partners, agents, and contractors, and the heirs, personal representatives, successors, and assigns of each of them (hereinafter referred to as "Indemnitees"), from and against any and all liability, loss, damages, penalties, fines, costs, expenses, attorney's fees, claims, suits, or proceedings of every kind and description, whether for illness, injuries to or death of persons, for loss or damage to property, including the loss of use of the property, for economic or non-economic loss or damages, or for any other dispute, matter or remedy, arising from any act or omission, whether actively or passively negligent, by CCOF CS, its officers, employees, agents, contractors, or representatives in connection with performance of certification and any other services. Each indemnitee is entitled to recover reasonable attorney's fees, costs and expenses incurred in enforcing Indemnitor's obligations under this paragraph.

To the fullest extent permitted by law, each client, applicant, and certified operation (hereinafter referred to as "Indemnitor") agrees to indemnify, protect, defend with counsel approved in writing by CCOF CS, reimburse, and hold harmless CCOF CS and its affiliates, parent or subsidiary companies, members, directors, officers, employees, partners, agents, and contractors, and the heirs, personal representatives, successors, and assigns of each of them (hereinafter referred to as "Indemnitees"), from and against any and all liability, loss, damages, penalties, fines, costs, expenses, attorney's fees, claims, suits or proceedings of every kind and description, whether for illness, injuries to or death of persons, for loss or damage to property, including the loss of use of the property, for economic or non-economic loss or damages, or for any other dispute, matter or remedy arising from any act or omission, whether actively or passively negligent, of the Indemnitor, its officers, employees, agents, contractors or representatives in connection with Indemnitor's performance or non-performance of the requirements of the NOP or compliance or non-compliance with the CCOF CS certification program.

Each indemnitees is entitled to recover reasonable attorney's fees, costs and expenses incurred in enforcing Indemnitor's obligations under this paragraph.

To the fullest extent permitted by law, each client, applicant, and certified operation (hereinafter referred to as "Indemnitor") agrees also to indemnify, protect, defend with counsel approved in writing by CCOF CS, reimburse, and hold harmless CCOF CS and its affiliates, parent or subsidiary companies, members, directors, officers, employees, agents, and contractors, and the heirs, personal representatives, successors, and assigns of each of them (hereinafter referred to as "Indemnitees"), from and against any and all liability, loss, damages, penalties, fines, costs, expenses, attorney's fees, claims, suits or proceedings of every kind and description, whether for illness, injuries to or death of persons, for loss or damage to property, including the loss of use of the property, for economic or non-economic loss or damages, or for any other dispute, matter or remedy arising from any act or omission, whether actively or passively negligent, of the Indemnitor, its officers, employees, agents, contractors or representatives in connection with the





production, handling, processing, use, marketing or sale of products including, but without limitation, organic labeling claims from third parties. Indemnitees are entitled to recover reasonable attorney fees, costs and expenses incurred in enforcing Indemnitor's obligations under this paragraph.

If the client, applicant or certified operation contracts any portion of its operation to a subcontractor or agent, including a Private Label Entity, the agreement to perform that work is in writing and must include a provision for full indemnification of CCOF CS as described herein. The indemnification provisions set forth in Section Six of this Program Manual are incorporated in and made part of any such agreement, and any such subcontractor, agent or Private Label Entity agrees to indemnify, protect, defend with counsel approved in writing by CCOF CS, reimburse, and hold harmless CCOF CS and its affiliates, members, directors, officers, employees, agents, and contractors, and the heirs, personal representatives, successors, and assigns of each of them (hereinafter referred to as "Indemnitees"), from and against any and all liability, loss, damages, penalties, fines, costs, expenses, attorney's fees, claims or suits, or proceedings of every kind and description, whether for illness, injuries to or death of persons, for loss or damage to property, including the loss of use of the property, for economic or non-economic loss or damages, or for any other dispute, matter or remedy arising from any act or omission, whether actively or passively negligent, of the subcontractor, agent, or Private Label Entity and their respective officers, employees, agents, contractors, or representatives.

### **LIMITATION OF LIABILITY**

Each of the parties to this agreement agrees that this is a commercial agreement between sophisticated business persons, and that each of the parties has had the opportunity to, and hereby represents and warrants that it actually has, considered the risks and rewards associated with the services to be provided by CCOF CS hereunder. Based on this understanding and consideration, client, applicant or certified operation agrees to allocate certain of the risks, and further agrees that the total aggregate liability of CCOF CS and its affiliates, members, directors, officers, employees, agents, inspectors and contractors are limited to ten thousand dollars (\$10,000) or the amount of one year's worth of CCOF CS's fees actually paid to CCOF CS in the most recent single calendar year such fees were actually paid to CCOF CS, whichever is greater, for any and all injuries, damages, claims, losses, expenses, costs or attorney's fees arising out of this agreement, or the performance thereof, from any cause or causes, including without limitation from CCOF CS's ordinary negligence (whether active or passive), errors, omissions, strict liability, breach of contract, or breach of warranty, but excluding gross negligence, fraud, willful injury to the person or property of another, or willful violations of law. However, it is further understood and agreed that this limitation of liability clause is negotiable, such that the client, applicant, or certified operation can agree to pay additional charges to CCOF CS in an amount which is determined by mutual written agreement of the parties in exchange for modification (e.g. to increase the dollar amount limitation on CCOF CS's liability) or elimination of this limitation of liability clause. If client, applicant, or certified operation is interested in the option of negotiating with CCOF CS to modify or eliminate this limitation of liability clause, it should contact the CCO at 831-423-2263 prior to the commencement of CCOF CS's services hereunder.

### **HOW ARE WE DOING?**

CCOF CS wants to hear from you. To provide us feedback please visit [www.ccof.org/ccofs-online-complaint-and-feedback-portal/](http://www.ccof.org/ccofs-online-complaint-and-feedback-portal/)

## **SECTION SEVEN: DEFINITIONS AND TERMINOLOGY**

*This section also applies to OCal Certification unless otherwise noted. OCal clients should substitute the terms "Organic" with "OCal" for applicability, and substitute the entity "CCOF CS" with "CCOF OCal CS," which is the CCOF business that offers "comparable to organic certification" for cannabis to the CDFA and CDPH OCal regulations.*

*For a complete list of definitions and terminology refer to the program's relevant regulations and/or standards.*

**Adverse action-** A noncompliance decision that adversely affects certification, accreditation, or a person subject to the Act, including a proposed suspension or revocation; a denial of certification, accreditation, or reinstatement; a cease-and-desist notice; or a civil penalty.

**Agricultural Product-** Any agricultural commodity or product, whether raw or processed, including any commodity or product derived from livestock that is marketed for human consumption.

**Applicant for Certification (Applicant) -** Any person applying to CCOF CS to obtain certification.





**Certificate-** A written document from CCOF evidencing that an operation has been certified to the specified standard.

**Certification Activity-** Any business conducted by a certifying agent, or by a person acting on behalf of a certifying agent, including but not limited to: certification management; administration; application review; inspection planning; inspections; sampling; inspection report review; material review; label review; records retention; compliance review; investigating complaints and taking adverse actions; certification decisions; and issuing transaction certificates.

**Certification Office-** Any site or facility where certification activities are conducted, except for certification activities that occur at certified operations or applicants for certification, such as inspections and sampling.

**Certification Review-** The act of reviewing and evaluating a certified operation or applicant for certification and determining compliance or ability to comply with the USDA organic regulations. This does not include performing an inspection.

**Claims-** Oral, written, implied, or symbolic representations, statements, advertising, or other forms of communication presented to the public or buyers of agricultural products that relate to the organic certification process or the term, “100 percent organic,” “organic,” or “made with organic (specified ingredients or food group),” or in the case of agricultural products containing less than 70 percent organic ingredients, the term “organic” on the ingredient panel.

**Client-** An operation, or portion of such operation, that applies for certification or is certified by CCOF CS as utilizing a system of organic production or handling as described by organic regulations and standards. Clients may also be any other operation that seeks CCOF CS services of any kind.

**Cultivator-** An operation holding an active and valid commercial cannabis license in the state of California that is involved in the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis intended to be sold, labeled, or represented as OCal. Cultivators may also dry, cure, grade, trim, roll, store, package, and label cannabis or nonmanufactured cannabis products under the OCal regulations.

**Distributor (OCal)-** An operation holding an active and valid commercial cannabis license in the state of California that is packaging, re-packaging, labeling, re-labeling, or rolling cannabis or nonmanufactured cannabis products intended to be sold, labeled, or represented as OCal. Licensed distributors may be excluded from OCal certification if they do not handle OCal products pursuant to 3 CCR §10102.

**Handle-** To sell, process, or package agricultural products, including but not limited to trading, facilitating sale or trade on behalf of a seller or oneself, importing to the United States, exporting for sale in the United States, combining, aggregating, culling, conditioning, treating, packing, containerizing, repackaging, labeling, storing, receiving, or loading.

**Handler-** Any person that handles agricultural products, except final retailers of agricultural products that do not process agricultural products.

**Label-** A display of written, printed, or graphic material on the immediate container of an agricultural product, or any such material affixed to any agricultural product, or affixed to a bulk container containing an agricultural product, except for package liners or a display of written, printed, or graphic material which contains only information about the weight of the product.

**Livestock-** Any cattle, sheep, goat, swine, poultry, or equine animals used for food or in the production of food, fiber, feed, or other agricultural-based consumer products; wild or domesticated game; or other non-plant life, except such term does not include aquatic animals or bees for the production of food, fiber, or other agricultural based consumer products.

**Manufacturer-** An operation holding an active and valid commercial cannabis license in the state of California that manufactures cannabis products intended to be sold, labeled, or represented as OCal.

**Operation-** A cultivation, crop or livestock production, wild-crop harvesting, handling or manufacturing operation, or portion of such operation.

**Organic Exporter-** The final certified exporter of the organic agricultural product, who facilitates the trade of, consigns, or arranges for the transport/shipping of the organic agricultural product from a foreign country to the United States.

**Organic Fraud-** Deceptive representation, sale, or labeling of nonorganic agricultural products or ingredients as “100 percent organic,” “organic,” or “made with organic (specified ingredients or food group(s)).”



**Organic Importer-** The operation responsible for accepting imported organic agricultural products within the United States and ensuring NOP Import Certificate data are entered into the U.S. Customs and Border Protection import system of record.

**Organic Integrity Database-** The National Organic Program's electronic, web-based reporting tool for the submission of data, completion of certificates of organic operation, and other information, or the tool's successors.

**Organic System Plan (OSP)** - A plan of management of an organic production or handling operation that has been agreed to by the producer or handler and CCOF CS, which includes written plans concerning all aspects of agricultural production or handling.

**OCal System Plan (OSP)** – A plan of management of an OCal operation that has been agreed to by an operator and CCOF OCal CS that includes written plans concerning all aspects of cannabis production described in the CDFA and CDPH OCal regulations.

**Processing-** Cooking, baking, curing, heating, drying, mixing, grinding, churning, separating, extracting, slaughtering, cutting, fermenting, distilling, eviscerating, preserving, dehydrating, freezing, chilling or otherwise manufacturing, and includes the packaging, canning, jarring, or otherwise enclosing of food in a container.

**Producer-** A person who engages in the business of growing or producing food, fiber, feed, and other agricultural-based consumer products.

**Records-** Any information in written, visual, or electronic form that documents the activities undertaken by a producer, handler, or CCOF CS to comply with organic regulations and standards.

**Responsibly Connected-** Any person who is a partner, officer, director, holder, manager, or owner of 10 percent or more of the voting stock of an applicant or a recipient of certification, accreditation, or registration (OCal Only).

**Retail Establishment-** An operation that handles organically produced agricultural products but does not process them; including: a restaurant, delicatessen, bakery, grocery store, or any retail outlet with an in-store, eat-in, or carry-out service, or processed or prepared raw and ready-to-eat-food.

**Supply Chain Traceability Audit (SCTA)** - The process of identifying and tracking the movement, sale, custody, handling, and organic status of an agricultural product along a supply chain to verify the agricultural product's compliance.

**Unannounced Inspection-** The act of examining and evaluating all or a portion of the production or handling activities of a certified operation without advance notice to determine compliance.

**Wild Crop Harvesters-** Operations that harvest any plant or portion of a plant that is not maintained under cultivation or other agricultural management.



