



**Andrea Ford**  
Interim Agency Director

**AGENDA** \_\_\_\_ **October 4, 2022**

1111 Jackson Street, 1<sup>st</sup> Floor  
Oakland, California 94607  
510-271-9100 / Fax: 510-271-9108  
[ssadirector@acgov.org](mailto:ssadirector@acgov.org)  
<http://alamedasocialservices.org>

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August 31, 2022

Honorable Board of Supervisors  
County Administration Building  
1221 Oak Street, Suite 536  
Oakland, CA 94612

Dear Board Members:

**SUBJECT:** APPROVE A NEW SUBRECIPIENT AGREEMENT WITH THE ALAMEDA COUNTY COMMUNITY FOOD BANK FOR EMERGENCY FOOD DISTRIBUTION SERVICES AND COMMUNITY CAPACITY BUILDING FUNDED BY THE AMERICAN RESCUE PLAN ACT

**RECOMMENDATION:**

Retroactively approve a new Subrecipient Agreement (Procurement Contract No. 24367) with the Alameda County Community Food Bank (Principal: Regi Young; Location: Oakland) to procure and distribute emergency food, and provide community capacity building for the contract term of 4/1/22 – 12/31/24, in the amount not to exceed \$25,460,200.

**SUMMARY/DISCUSSION:**

On March 11, 2021, the American Rescue Plan Act (H.R. 1319), § 4001, (ARPA) was signed into law, and established the Coronavirus State and Local Fiscal Recovery Fund (SLFRF). On December 21, 2021, your Board authorized the allocation of SLFRF federal funds (Federal Award) for the County of Alameda Social Services Agency (SSA) Emergency Food Program. The County of Alameda wishes to allocate a portion of its share of the Federal Award to the Alameda County Community Food Bank (ACCFB) to provide nutritious food to all individuals and households in need within the County of Alameda, who have been challenged to meet basic household needs due to the public health and economic impacts of the COVID-19 pandemic.

On May 18, 2021 (File No. 30601, Item No. 3), your Board approved the Fiscal Year (FY) 2021-22 community-based organization (CBO) contract with the ACCFB to provide emergency food to food insecure and low-income families and individuals in Alameda County under the Contract Funding Renewals for FY 2021-22.

On January 13, 2022, the County Administrator's Office (CAO) issued a Memorandum to allocate \$50,000,000 in ARPA funds for emergency food and an additional \$4,000,000 for capacity building. On March 15, 2022 (File No. 30801, Item No. 2), your Board approved Amendment No. 1 to the to the CBO Master Contract (Procurement Contract No. 21943) with ACCFB, which provided additional resources to procure and distribute food to address hunger in the County of Alameda with no change in the contract term of 7/1/21 – 6/30/22, and increased the contract amount from \$1,827,792 to \$5,827,792 (\$4,000,000 increase). In addition, on March 15, 2022 (File No. 30801, Item No. 2), your Board approved a new agreement (Procurement Contract No. 23322) with the ACCFB to support and increase capacity within the ACCFB's distribution network by funding one-time capital improvement grants for distributors and to continue operation of the drive through pickup site in East Oakland for the contract term of 3/1/22 – 6/30/23, in tan amount not to exceed \$4,000,000; and adopted a Resolution waiving the competitive bidding process for the new agreement.

This letter authorizes the ACCFB's work to be conducted under a Subrecipient Agreement instead of Procurement Contract No. 21943 and No. 23322, which would align with ARPA federal funding regulations. As a subrecipient, the ACCFB will carry out the portion of the County of Alameda's federal award for the Food Program. As required by federal regulations governing subrecipient awards, the County will serve as the "pass-through entity," passing the federal funds to the ACCFB for its administration of the program.

**SELECTION CRITERIA:**

*The ACCFB has sufficient capacity for managing a program of this size. ACCFB is a local, non-profit, community-based organization and is therefore exempt from County Small, Local, and Emerging Business (SLEB) requirements. Under federal procurement regulations applicable to the American Rescue Plan Act, the County of Alameda may enter into a Subrecipient Agreement for the distribution of Food Program funds without opening a formal procurement process. The federal process for selecting a subrecipient instead requires an evaluation of the proposed subrecipient's qualifications. Staff has evaluated ACCFB and determined that it has the adequate ability to comply with federal requirements and meet the Emergency Food and Community Capacity Building program goals. Entering into a Subrecipient agreement will allow for the County of Alameda to allocate ARPA funds for the continued provision of emergency food, in accordance with the U.S. Department of the Treasury regulations.*


**FINANCING:**

Funding for this program comes entirely from the County of Alameda's allocation of the Food Program under Project ID No. 11180 and Community Capacity Building Program under Project ID No. 11183, Fund No. 21712 American Rescue Plan Act (ARPA), and approved by your Board on August 3, 2021 (Item No. 44). There will be no increase in net County cost as a result of this action.

**VISION 2026 GOAL:**

The Emergency Food program supports the 10X Goal to **Eliminate Poverty and Hunger** in support of our shared vision of a **Thriving and Resilient Population**.

Sincerely,

DocuSigned by:  
  
CFBDBF387EBC493...  
Andrea Ford  
SSA Interim Director

Attachment: One set of four (4) original copies of the Alameda County Community Food Bank Subrecipient Agreement for the Board President's signature

**COUNTY OF ALAMEDA  
SUBRECIPIENT AGREEMENT  
American Rescue Plan Act**

This Agreement, dated as of August 4, 2022, is by and between the County of Alameda, a political subdivision of the State of California, hereinafter referred to as the "County", and the Alameda County Community Food Bank (ACCFB), hereinafter referred to as the "Subrecipient".

**WHEREAS**, on March 11, 2021, the American Rescue Plan Act (H.R. 1319), § 4001, ("ARPA") was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") federal funding relief for American workers, families, industries, and state and local governments; and

**WHEREAS**, on May 17, 2021, the United States Department of Treasury ("Treasury") published an interim final rule on allowed uses of funds and allocated \$350 billion for state, local, territorial, and Tribal governments from the American Rescue Plan Act Fund and on November 15, 2021, it issued Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds; and

**WHEREAS**, due to the COVID-19 pandemic, ACCFB has seen a sharp increase in demand over the past two years as food distribution has expanded from 2.8 million pounds per month in 2019 to over 4.5 million pounds of food per month in 2021; and

**WHEREAS**, the County has received an award of ARPA funds from the United States Department of Treasury (the **Federal Award**); and

**WHEREAS**, the County has received Coronavirus State and Local Fiscal Recovery Funds from an award through the Treasury (the **Federal Award**) that will be used for programs including the Alameda County Social Services (SSA's) emergency food distribution and community capacity building programs, which supports SSA's 10X Goal to Eliminate Poverty and Hunger by addressing food insecurity in the County of Alameda; and

**WHEREAS**, the County desires to allocate a portion of its share of the Federal Award allocation to the Subrecipient to assist in providing nutritious food to all individuals and households in need within the County of Alameda who have suffered related to COVID; and

**WHEREAS**, the County wishes to provide funds to Subrecipient to assist the County in utilizing such funds to carry out a part of the County's Federal award, pursuant to this Subrecipient Agreement (the "Agreement"); and

**WHEREAS**, this Agreement constitutes a subaward from the County to Subrecipient, for the purpose of carrying out a portion of the Federal Award described in this Agreement (the "Services"), and creates a Federal assistance relationship with the Subrecipient; and

C-24367

**WHEREAS**, Subrecipient has been evaluated by County, as the pass-through entity, and is professionally qualified to provide such Services and is willing to provide the Services in accordance with this Agreement; and

**NOW, THEREFORE**, the County and Subrecipient agree to the General Terms and Conditions hereinafter specified in this Agreement, the terms of the Federal Award, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A: Definition of Subrecipient Services
  - A-1: Federal Award Identification
  - A-2: Federal Award Terms
  - A-3: Specific Requirements and Deliverables / Reports
- Attachment A: Client Grievance Policy
- Attachment B: Language Access Requirements for Contractors
- Exhibit B: Payment Terms
- Exhibit C: Insurance Requirements
- Exhibit D: Debarment and Suspension Certification
- Exhibit E: Audit Requirements
- Exhibit F: The Iran Contracting Act (ICA) of 2010
- Exhibit G: Certification for Contracts, Grants, Loans and Cooperative Agreements  
Certification Regarding Lobbying (Appendix A, 44, C.F.R. Part 18)
- Exhibit G-1: Subrecipient - Additional Contract Provisions Federal Provisions


The term of this Agreement shall be from April 1, 2022 through December 31, 2024.

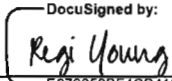
The total amount committed to this subaward is \$25,470,200.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

Alameda County Community Food Bank

By:   
Signature

By:   
Signature

Name: Keith Carson  
(Printed)

Name: Regi Young  
(Printed)

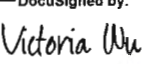
Title: President of the Board of Supervisors

Title: Executive Director

Date: 10/4/22

Date: 8/26/2022

Approved as to Form:

By:   
County Counsel Signature

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

**GENERAL TERMS AND CONDITIONS**

**I. STANDARD TERMS**

1. **Relationship.** No relationship of employer and employee is created by this Agreement. Subrecipient, their employees, staff and agents shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind from the County.

Subrecipient shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes), contributions for unemployment insurance, pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Subrecipient's failure to pay such amounts. In carrying out the work contemplated herein, Subrecipient shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, staff, agents and/or employees conducting and participating in the work.

2. **Indemnification.** To the fullest extent permitted by law, Subrecipient shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this Agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Subrecipient of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
3. **Insurance.** Subrecipient shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Subrecipient's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Subrecipient's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Subrecipient's excess and umbrella insurance shall also apply on a primary and non-

contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.

4. **Workers' Compensation.** Subrecipient shall provide Workers' Compensation insurance, as applicable. Neither the Subrecipient nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
5. **Conformity With Law and Safety.** In performing services under this Agreement, Subrecipient shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Subrecipient shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Subrecipient's failures to comply with such laws, ordinances, codes and regulations.
6. **Equal Employment Opportunity Practices Provisions, Americans with Disabilities Act and Title VII.** Subrecipient agrees that it will comply with the Americans with Disabilities Act and Title VII of the Civil Rights Acts of 1964, and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era veteran's status, political affiliation or any other non-merit factors be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available to Subrecipient by County pursuant to this Agreement.
  - a. Subrecipient shall not discriminate by any means, including but not limited to, any of the following actions:
    - i. Denying any service or other benefit provided under the program or activity;
    - ii. Providing any service or other benefit which is different or is provided in a different form from that provided to others under the program or activity;
    - iii. Segregating or separate treatment in any facility in or in any manner or process related to receipt of any service or benefit under the program or activity;
    - iv. Restricting in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under the program or activity;
    - v. Treating an individual differently from others in determining whether that individual satisfies any admission enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or other benefit provided under the program or activity; or
    - vi. Denying an opportunity to participate in a program or activity as an employee.
  - b. Subrecipient shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - c. Subrecipient shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of

their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.

- d. If requested to do so by the County, Subrecipient shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- e. Subrecipient shall take all necessary steps to assure that minority businesses, women's enterprises and labor surplus area firms when possible, including the following affirmative steps required by 2 CFR §200.321:
  - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.
- f. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.

7. **Drug Free Workplace.** Subrecipient and Subrecipient's employees shall maintain a drugfree workplace. Neither Subrecipient nor Subrecipient's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County or Subrecipient facility or work site in the performance of this Agreement. If Subrecipient or any employee of Subrecipient is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Subrecipient within five days thereafter shall provide notice as set forth on the Notice provisions of this Agreement (paragraph 11). Subrecipient shall comply with the drug-free workplace requirements set forth in 31 C.F.R. Part 20.

8. **Debarment And Suspension Certification.**

- a. By signing this Agreement and Exhibit D, Debarment and Suspension Certification, Subrecipient/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

- b. By signing this Agreement, Subrecipient certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

9. **Payment.** For Services performed in accordance with this Agreement, payment shall be made to Subrecipient as provided in Exhibit B hereto.

10. **Conflict Of Interest.** Subrecipient covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Subrecipient represents to and agrees with the County that Subrecipient has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

11. **Notices.** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Addresses for purpose of giving notice are as follows:

**County:** COUNTY OF ALAMEDA  
Social Services Agency, Program Planning & Support  
24100 Amador Street  
Hayward, CA 94544  
Attn: Christine Cherdboonmuang  
Phone: (510) 259-3817  
Email: [christine.cherdboonmuang2@acgov.org](mailto:christine.cherdboonmuang2@acgov.org)

**Subrecipient:** Alameda County Community Food Bank

7900 Edgewater Drive  
Oakland, CA 94621  
Attn: Mindy Tran, Director of Finance  
Phone: (510) 635-3663 ext. 329  
Email: [mtran@accfb.org](mailto:mtran@accfb.org)

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address by giving the other party notice of the change in any manner permitted by this Agreement.

12. **Use Of County Property.** Subrecipient shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her/its obligations under this Agreement.
13. **Audits; Access To Records.** The Subrecipient shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County and to the Federal Award, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Subrecipient.

Subrecipient shall maintain full and adequate records to show the actual costs incurred by the Subrecipient in the performance of this Agreement. If such books and records are not kept and maintained by Subrecipient within the County of Alameda, California, Subrecipient shall, upon request of the County, make such books and records available to the County for inspection at a location within County. Subrecipient shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the five (5) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Subrecipient shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for five (5) years after the County makes the final or last payment or within five (5) years after any pending issues between the County and Subrecipient with respect to this Agreement are closed, whichever is later. Subrecipient shall create, maintain and comply records and accounting in accordance with the accounting requirements of the Federal Award and the five (5) year time period shall be extended, to the time required by the Federal Award if different.

14. **Documents And Materials.** Subrecipient shall maintain and make available to County for its inspection and use during the term of this Agreement, all plans, agreements, policies, guidance, reports and related documents (including computerized and electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Subrecipient, the

Subrecipient's sub-contractors or third parties at the request of the Subrecipient (collectively, "Documents and Materials"). Subrecipient's obligations under the preceding sentence shall continue for at least five (5) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Subrecipient shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for five (5) years following the County's last payment to Subrecipient under this Agreement. If the Federal Award requires documents be maintained or subject to audit for a longer period of time, than Subrecipient shall maintain the Documents and Materials for the longer period of time. Records shall be retained from the date of submission of the final expenditure report and in compliance with 2 CFR §200.334 and all requirements of the Federal Award.

15. **Time Of Essence.** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
16. **Termination.** County may terminate this Agreement, in whole or in part, with written notice if it determines that Subrecipient has failed to comply with any term, condition, requirement, or provision of this Agreement. Failure to comply with the terms of this Agreement, include (but are not limited to) the following:
  - a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and Federal Award guidelines, policies or directives as may become applicable at any time;
  - b. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
  - c. Ineffective or improper use of funds provided under this Agreement; or
  - d. Submission of reports that are incorrect or incomplete in any material respect.

County shall notify Subrecipient, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect including, if applicable, any notifications required under 2 CFR part 200, subpart D, including section 200.341. Upon termination, the County retains the right to recover any improper expenditures from the Subrecipient and the Subrecipient shall return to the County any improper expenditures no later than thirty (30) days after the date of termination. The County may, at its sole discretion, allow Subrecipient to retain or be reimbursed for costs reasonably incurred prior to termination, that were not made in anticipation of termination and cannot be canceled provided that said costs meet the provisions of this Agreement, 2 CFR Part 200, Subpart E, Cost Principles, and any other applicable state or Federal statutes, regulations or requirements. This Agreement may also be terminated in whole or in part by County in accordance with the requirements in 2 CFR part 200, subpart D, including §200.340.

17. **Choice Of Law.** This Agreement shall be governed by the laws of the State of California

18. **Waiver.** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
19. **Entire Agreement.** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Subrecipient relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
20. **Headings.** Herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
21. **Advertising Or Publicity.** Subrecipient shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
22. **Modification Of Agreement.** This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
23. **Assurance Of Performance.** If at any time County believes Subrecipient may not be adequately performing its obligations under this Agreement or that Subrecipient may fail to complete the Services as required by this Agreement, County may request from Subrecipient prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Subrecipient's performance. Subrecipient shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Subrecipient acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement. This provision is in addition to any obligations and requirements of performance of the Federal Award.
24. **Assignment.** Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
25. **Survival.** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification, Audit; Access to Records, and Conflict of Interest, shall survive termination or expiration.

26. **Severability.** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
27. **Patent And Copyright Indemnity.** Subrecipient represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software (“Subrecipient Products”) used or provided under this Agreement infringe any patent, copyright or other proprietary right. Subrecipient shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, “Losses”) arising out of or in connection with an assertion that any Subrecipient Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Subrecipient promptly of such claim, suit, or assertion; (2) permit Subrecipient to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Subrecipient to do so. Subrecipient shall not agree without County’s prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Subrecipient Products.
- a. If Subrecipient is obligated to defend County pursuant to this Section and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Subrecipient shall pay to County any and all losses, damages and expenses (including attorney’s fees and costs) incurred in relationship with County’s defense and/or settlement of such proceeding.
  - b. In the case of any such claim of infringement, Subrecipient shall either, at its option, (1) procure for County the right to continue using the Subrecipient Products; or (2) replace or modify the Subrecipient Products so that that they become non-infringing, but equivalent in functionality and performance.
  - c. Notwithstanding this Section, County retains the right and ability to defend itself, at its own expense, against any claims that Subrecipient Products infringe any patent, copyright, or other intellectual property right.
28. **Extension.** This agreement may be extended by mutual agreement of the County and the Subrecipient.
29. **Signatory.** By signing this Agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

**II. GENERAL AWARD INFORMATION**

1. **Subaward.** The subaward from the County to the Subrecipient, which is described in this Agreement, is for the purpose of carrying out a portion of the Federal Award, and creates a Federal assistance relationship with the Subrecipient for the Emergency Food Distribution Program. This agreement must be updated to reflect any changes to the Federal Award and its authorizing legislation.
2. **Eligible Use of Funds.** As a condition of receiving this subaward, the Subrecipient shall administer the Federal Award as defined by the work described in this Agreement. The Subrecipient shall complete the activities in a manner satisfactory to the County and consistent with the terms of conditions of this Agreement and applicable Federal statutes and regulations.
3. **Prohibited Activities.** The Subrecipient may only carry out the portion of the Federal Award described in this Agreement. The Subrecipient is prohibited from charging to the subaward the costs of ineligible activities and from using funds provided by this Agreement or personnel employed in the administration of activities under this Agreement for political activities, inherently religious activities, or lobbying.
4. **Monitoring.** Monitoring the performance of the Subrecipient by the County will occur as necessary and in accordance with applicable regulations including those regarding Subrecipient Monitoring and Management, located at 2 CFR sections 200.331 - 200.333, to ensure Subrecipient compliance with all of the requirements of this Agreement, including the timeframes and performance goals associated with the activities. Substandard performance as determined by the County will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within 10 days after being notified by the County, the County may impose additional conditions on the Subrecipient and its use of Federal Award funds, suspend or terminate this agreement, or initiate other remedies for noncompliance as appropriate and permitted under 2 CFR 200.339.
5. **Reporting.** The Subrecipient shall submit regular progress and financial reports to the County as required in Exhibit A-3: Specific Requirements And Deliverables / Reports.
6. **Responsibilities.**
  - a. Subrecipient shall, following federal requirements, determine who is eligible to receive benefits for the portion of the Federal Award Subrecipient is administering as described in more detail under Exhibit A, Definition of Subrecipient Services.
  - b. Subrecipient is responsible for programmatic decision-making, including making determinations about how the services will be delivered to participants, in accordance with federal programmatic requirements.
    - i. Subrecipient will make decisions on how services are best delivered to program participants.

- ii. As part of the County's on-going monitoring of Subrecipient, the County shall review Subrecipient's performance for compliance with this Agreement, including requirements of the Federal Award. This will include, but not be limited to, the reporting requirements as stated in Exhibit A-3: Specific Requirements and Deliverables/Reports.
- c. Subrecipient is responsible for adherence to and shall follow all requirements, terms and conditions of the Federal Award. A copy of the Federal Award Term agreement is attached as Exhibit A-2.
- d. Subrecipient shall carry out completion of the goals of the Federal Award as described in the funding award and as described in Exhibit A. |

**7. General**

- a. Subrecipient's performance will be measured in relation to whether the objectives of the Federal Award are met.
- b. In accordance with this Agreement, Subrecipient shall use the Federal Award funds to carry out a program for a public purpose specified in the authorizing statute and Federal Award and is not providing goods or services for the benefit of the County.
- c. This Agreement is based on the terms and conditions of the Federal Award and Definition of Services to further the goals of the federal award. This Agreement was not developed by the County to meet the County's needs.
- d. This Agreement does not include Subrecipient providing any goods or services for the County's own use.
- e. This agreement does not include Subrecipient providing services to any recipients or participants without regard to specific federal programmatic requirements of the Federal Award as identified in the Agreement.
- f. Subrecipient did not propose a price for providing services that was a factor in the selection process to enter into this Agreement. Subrecipient will not derive a profit from this Agreement.

[End of General Terms and Conditions]

## **EXHIBIT A**

### **DEFINITION OF SUBRECIPIENT SERVICES**

**I. Program Name:** Emergency Food Distribution Program—Community Capacity Building and COVID-19 Pandemic Emergency Operations

**II. Contracted Services**

The Alameda County Community Food Bank (ACCFB), also referred to in this contract as “the Food Bank,” or “Contractor” will secure purchased and surplus food items and distribute them to organizations that provide direct services to food insecure and low-income families and individuals in the County of Alameda. Unless otherwise specified in this Exhibit, “County” refers to the Workforce and Benefits Administration Department of the Alameda County Social Services Agency.

**III. Program Information and Requirements**

**A. FOOD BANK OPERATIONS**

**1. Warehousing**

The purpose of central warehousing is to handle bulk donations from large and small manufacturers, retailers, and packing houses that do not donate directly to pantries and single agencies. These donors can be in or out of the County of Alameda. Donations will be received and inventoried, then broken down and repackaged for pick up by agencies. Any waste will be calculated and disposed of before distribution. The current capacity of the warehouse is 118,000 square feet. There is a walk-in refrigerator and freezer unit in the main warehouse; cooler capacity is 47,880 cubic feet and the freezer capacity is 64,680 cubic feet.

**2. Distribution**

Distribution will be made to participating agencies that meet all requirements, including a site visit and a meeting between the agency or program director and the Food Bank staff representative. The purpose of distribution is to support the work of emergency food providers. ACCFB will comply with its Soda Acquisition and Distribution Policy when distributing surplus food.

- a. Purchase an estimated 12 million pounds (12,025,620) of quality and nutritious food for distribution to Food Bank member agencies in the County of Alameda during the contract term, procured with County funds. This is 1,002,135 pounds of food procured with County funds distributed per month. This represents food access to the Food Bank’s entire network of 423+ member agencies.
- b. The ACCFB will use additional funds to procure and distribute a variety of foods, including fresh produce, dairy, grains, and proteins like chicken, fish, milk and eggs to increase the availability of these high-demand foods to member agencies. The ACCFB will procure this additional food from existing and new vendors, in alignment with its

equitable procurement initiatives, including culturally appropriate produce from Black and Brown farmers.

- c. Integrate the “Feeding America,” donated food into the Food Bank operations and distribute donated food to network member organizations. “Feeding America” is the nation’s largest domestic hunger-relief organization.
- d. Continue to work with network member organizations to develop their capacity to distribute new food sources, particularly increased fresh produce, and to increase their efficiency in meeting reporting requirements.
- e. Continue implementation of food distribution communication and marketing initiative in collaboration with Hill & Company consulting agency to broaden food access reach. Marketing activities in FY22-23 include: design of home food delivery promotional materials, bus shelter ads, email blasts, Facebook/Instagram campaigns, digital mobile banners, Facebook/YouTube videos, and brochures.
- f. Develop outreach materials to reach community residents in targeted neighborhoods.

**B. FOOD DISTRIBUTION PROGRAM**

The goal of the Food Distribution Program is to provide nutritious food to all individuals and households in need. Contractor shall provide the following services:

1. The Food Bank will continue to purchase culturally appropriate, nutritious foods for Alameda County residents in every district.
2. The Food Distribution Program allows agencies and programs to acquire a sufficient quantity and variety to serve their unique client base.
3. The Food Bank will increase the variety of food items including proteins (chicken, tuna, peanut butter, or beans); fruits and vegetables, including fresh produce and leafy greens; grain/carbohydrate (pasta, oats or rice); and dairy.
4. The Food Bank member agencies and programs will distribute food in a welcoming and dignified manner.
5. The Food Bank will provide training and technical assistance to member agencies on completing reporting requirements and maintaining food safety practices and food safety certification.

**C. CLIENT VOICE**

Member agencies will be offered the use of Client Voice to report on client outcomes of their food distribution programs to the Food Bank.

**D. CALFRESH OUTREACH/REFERRALS**

Member agencies will use Client Voice data collection to provide bulk referrals to the Food Bank and other CalFresh application assistor agencies for CalFresh application assistance.

**E. COMMUNITY CAPACITY BUILDING GRANTS**

The ACCFB will provide grants designed to improve and/or sustain partner agencies’ ability to serve clients through the addition of new and/or replacement equipment/supplies, training/consultation, staffing requests, vehicles, building or facility improvements, and technological resources. The grant opportunity will be made available to all partners in the ACCFB’s network, who will be noticed about this opportunity through ACCFB’s Partner Portal, direct email distribution list, and announcements at quarterly network meetings. \$2,947,700 in grants will be provided between May 2022-June 2023. It is estimated that nearly 100 grants will be awarded in amounts ranging between \$250-\$150,000, and there is no limit on the amount that can be requested. Submitting grant applications does not guarantee funding and there may be instances when applications are partially, not wholly, funded. If requests exceed the total amount of funds that are available, then agencies will be asked to prioritize their requests. A Grant Agreement will be signed by each awardee, outlining the terms of agreement with the ACCFB for the issuance and use of grant funds.

**1. Eligible expenditures**

Capacity Items	Examples
Equipment and Supplies - please use attached catalog of vetted products to place your order directly*  *let your ACCFB representative know if you need help with ordering	Pallet jacks, shelving, freezers/coolers, tents/tables/on-site supplies for outdoor or drive-up distributions  Security/traffic control/safety equipment (vests, traffic cones, etc.)  Bags/totes/containers
Staffing	Temporary staffing to maintain service levels or ongoing staffing with a sustainability plan
Training/Consultation	Board of Directors recruitment, building a volunteer program, fundraising, Diversity, Equity, and Inclusion, cultural competency/humility training
Client Engagement/Experience Supports	Translation services, printing costs for fliers/posters, outreach to clients using digital tools
Technology	Technology that directly supports outreach to clients and/or client intake, text notification system, computers, tablets, phones
Building & Facilities Improvements	Walk in refrigerators, electrical upgrades, other infrastructure improvements.

**2. Grant award selection criteria and preferences**

Awards will be selected, and preferences given to applicants based on the following criteria:

- a. Demonstrate a clear need for the requested capacity grant items.
- b. Are in good standing with the Food Bank

- c. Plan on expanding the frequency and/or availability of distribution (e.g. a pantry distributing once a month increasing services to twice a month; a lunch meal program adding evening hours for dinner service).
- d. Participate in other Food Bank benefits such as Client Voice, ACCFB Helpline, Advocacy, Nutrition Education Services.
- e. May not have received grants in the past.
- f. Demonstrated capacity to serve a high percentage of BIPOC (Black, Indigenous, People of Color) clients
- g. Are led by BIPOC (Black, Indigenous, People of Color) leaders.
- h. Are providing services to an underserved or high needs geographic region of Alameda County, to ensure equitable distribution of funds across all regions of the county.
- i. Demonstrate capacity and willingness to comply with reporting requirements.

Applications for Capacity Building grants will be reviewed by a Grant Award Panel, composed of several Food Bank staff members. A sample grant application template is provided in Exhibit A-2.

**F. Capacity Building for Black, Indigenous, People of Color (BIPOC) Farmers**

In alignment with the Food Bank’s Strategic Partner Framework and the County of Alameda’s Good Food Purchasing Policy, the Food Bank will increase food production and distribution capacity for BIPOC Farmers within the County of Alameda. The Food Bank will distribute \$300,000 to the County of Alameda’s BIPOC Farmers between May 2022 and June 2023 to support the growth, resiliency, and sustainability of BIPOC Farming within the County of Alameda. Funds will be administered for capacity building services and resources, including equipment, technology, supplies, construction, training, consultation, business partnership development, building/facilities/land upgrades, soils and water testing and treatment. ACCFB will reach out to partners such as CDFA Farm Equity Advisor, Kitchen Table Advisors, African American Farmers of CA, Farms to Grow and other local groups representing BIPOC farmers to communicate about grant opportunities.

**1. Grant award selection criteria and preferences**

Awards will be selected, and preferences given to applicants based on the following criteria:

- a. Demonstrate a clear need for the requested capacity grant items.
- b. Are BIPOC owned and operating within Alameda County.
- c. Demonstrate a willingness to grow/expand or sustain farming operations within the county.
- d. Demonstrate a willingness to grow in partnership with ACCFB as a vendor, donor, thought partner, relationship builder or convenor in line with ACCFB’s vision of ending hunger.

Applications for Capacity Building grants will be reviewed by a Grant Award Panel, composed of several Food Bank staff members.

**G. Emergency Food Distribution Drive-Through Site at 69<sup>th</sup> St., Oakland**

The ACCFB will continue to operate its 69<sup>th</sup> Street Drive-Through Food Distribution site through the end of **August** 2022, with a possibility to extend operations into FY2022-23, to meet the increased need of food insecure residents in the County of Alameda for emergency food during the COVID-19 pandemic. \$272,300 will be budgeted to sustain the last 3 months of operation of this direct client service site. Funds will be used to support site operations staff, space and equipment rental fees, and material supplies for food distribution. The Client Voice data collection system will be used to track service outcomes at this site and make referrals to the Food Bank or other CalFresh application assistor agencies for CalFresh application assistance.

1. Days and hours of operation:
  - a. **MONDAY 9:00 a.m.-1:30 p.m.**
  - b. **WEDNESDAY 9:00 a.m.-1:30 p.m.**
  - c. **FRIDAY 9:00 a.m.-1:30 p.m.**
  
2. Clients served:
  - a. Projected number of individuals and households served weekly: 3,213 (1,071 per distribution)
  - b. Projected number of individuals and households served between April 2022-**August** 2022: approximately 40,000
  
3. Pounds of food distributed:
  - a. Projected number of pounds of food distributed weekly: 110,000 pounds
  - b. Projected number of pounds of food distributed between April 2022-**August** 2022: approximately 1,760,000 pounds
  
4. Project closeout:
  - a. The ACCFB will notify clients at the 69<sup>th</sup> St. distribution site in **July-August** 2022 about alternate food pantry sites available to them in the County of Alameda after the 69<sup>th</sup> St. site closes. This will include the distribution of a flyer explaining how to connect to the Food Bank Helpline, foodnow.net, and how to apply for CalFresh food benefits.
  - b. The ACCFB will work with member agencies in the County expected to receive the overflow of clients from this site, to provide support as needed to accommodate increased food demand at these sites.

**EXHIBIT A-1 FEDERAL AWARD IDENTIFICATION**

In accordance with 2 CFR §200.322 and Uniform Administrative Requirements, Cost Principles, and Audit Requirements the following designates the use of federal funds in this Subaward:

(i)	Subrecipient Name	Alameda County Community Food Bank
(ii)	Subrecipient DUNS Number	151524535
(iii)	Federal Award Identification Number (FAIN)	SLFRP1973
(iv)	Federal Award Date	May 14, 2021
(v)	Subaward Period of Performance	April 1, 2022 through December 31, 2024
(vi)	Subaward Budget Period Start and End Date	April 1, 2022 through December 31, 2024
(vii)	Total Amount of the Federal Award Committed to the Subrecipient by this Agreement	\$25,470,200
(viii)	Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation	\$25,470,200
(ix)	Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	\$25,470,200
(x)	Federal Award Project Description	The American Rescue Plan Act (ARPA) provides funding to respond to the impact of COVID-19 and efforts to contain COVID-19 on communities, residents, and businesses. The goal of the Emergency Food Distribution Program is to provide nutritious food to all individuals and households in need.
(xi)	Name of Federal Awarding Agency: Pass-Through Entity: Contact information for awarding official of the Pass-through entity.	Department of Treasury County of Alameda President, Board of Supervisors 1221 Oak Street, Suite 536, Oakland, CA 94612 (510) 208-4949
(xii)	Assistance Listings number, Title and Dollar Amounts	21.027 Coronavirus State and Local Fiscal Recovery Funds \$25,470,200
(xiii)	Award for Research & Development	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(xiv)	Indirect Cost Rate for Federal Award	<input type="checkbox"/> Federally approved indirect cost rate <input checked="" type="checkbox"/> 10% <input type="checkbox"/> Other: (Specify %) ____

EXHIBIT A -2 FEDERAL AWARD TERMS

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Area

OMB Approved No. 1505-0271  
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: Alameda County 1221 Oak Street Oakland, California, 94612	DUNS Number: 064165053 Taxpayer Identification Number: 946000501 Assistance Listing Number: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

DocuSigned by:  
Recipient: Susan Muranishi  
06F571729FDF4C4...

Authorized Representative: Susan Muranishi

Title: County Administrator

Date signed: 5/14/2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS

1. Use of Funds.
  - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
  - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271  
Expiration Date: November 30, 2021

**ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**

**ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE  
CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

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OMB Approved No. 1505-0271

Expiration Date: November 30, 2021

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

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agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

- 10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Alameda County

5/14/2021

Recipient

Date

DocuSigned by:  
*Susan Muranishi*  
08F571729FDF4C4...

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

**EXHIBIT A-3  
SPECIFIC REQUIREMENTS AND DELIVERABLES / REPORTS**

Subrecipient has the responsibility to carry out the daily operations and related services in accordance with all Federal award terms including:

**A. EVALUATION AND REPORTING REQUIREMENTS**

1. Reports described in this section, or any required reports by the County contract liaison and/or the County Board of Supervisors, will be provided by the Contractor to the County within the required timeframe. Monthly reports are due by the 10<sup>th</sup> of every month following the reported month.

**2. Results-Based Accountability (RBA) Reporting: Food Distribution**

Alameda County Community Food Bank, Food Distribution FY22-23					
	RBA Performance Measures	Target Goal	How to Calculate	Agency Data Source	Reporting Frequency
<b>How Much ?</b>	# of individuals who accessed food from the ACCFB Network in the month	117K	# of individuals who had access to food from the ACCFB	Monthly reports from member agencies	Monthly
	# of food referrals through Food Bank Helpline and online/FoodNow.net	N/A	# of calls to the Food Bank Helpline <b>and</b> # of clicks in the “I need Food Now” section of the FoodNow.net website	Helpline call records and foodnow.net tracking	Monthly
	Total pounds of food <b>purchased</b> with Contract funds	1,002,135 pounds monthly (12,025,620 pounds annually)	# of pounds of purchased food + # of pounds of produce with VAP fees purchased with Contract funds	Financial records	Monthly
	Total pounds of food distributed by the ACCFB	4.5 million pounds/per month (54 million pounds annually)	Total pounds of food distributed by the ACCFB agency-wide regardless of funding source (Combines all outbound food that was donated or purchased, but excludes USDA-procured food)	ERP / Ceres / Agency Item Statistics Reports	Monthly
	Alameda County-funded portion of total food distributed	234,604 pounds per month (2,815,250 pounds annually)	Total pounds of food distributed by the ACCFB funded by Alameda County Social Services Agency. This is extrapolated by multiplying the total pounds of all food distributed by the percentage of ACCFB’s total food distribution budget that is funded by this Contract.	ERP / Ceres / Agency Item Statistics Reports	Monthly

Alameda County Community Food Bank, Food Distribution FY22-23					
	RBA Performance Measures	Target Goal	How to Calculate	Agency Data Source	Reporting Frequency
	% of pounds of food distributed in the month that were fresh fruits or vegetables	40%	$\frac{\text{\# of pounds of fresh fruits and vegetables distributed}}{\text{\# of pounds of food distributed}}$	Agency Item Statistics Reports, warehouse procurement records, invoices to member agencies	Monthly
How Well?	% of food item types made available to the Network in the month that were fresh fruits or vegetables		$\frac{\text{\# of food item types procured for warehouse distribution in the month that were fresh fruits or vegetables}}{\text{\# of food item types procured for warehouse distribution (not for storage) in the month}}$	Warehouse procurement records	Monthly
Is Anyone Better Off?	# of nutritious <b>meal equivalents</b> served from food distributed by member agencies	3.75 million meal equivalents per month (45 million meal equivalents annually)  80-82%	$\frac{\text{\# of pounds of food from the ACCFB distributed by member agencies}}{1.2}$ <p style="text-align: center;">AND</p> $\frac{\text{\# of meal equivalents that rate \#1 in ACCFB's Nutri-Measure tool**}}{\text{\# of meal equivalents served from food distributed by the ACCFB's member agencies}}$	ERP/Ceres  Feeding America	Monthly

Alameda County Community Food Bank, Food Distribution FY22-23				
RBA Performance Measures	Target Goal	How to Calculate	Agency Data Source	Reporting Frequency
Definitions	<p><b>Nutritious Food:</b> Food that is minimally processed and dense in a wide range of nutrients needed to support one’s health.</p>			
	<p><b>Food Helpline:</b> ACCFB’s Food Helpline (1-510-635-3663) provides callers with same-day food referrals to food pantries and soup kitchens throughout Alameda County. Assistance is provided in multiple languages. Food Helpline hours: Monday – Friday, 9am to 4pm.</p>			
	<p><b>Foodnow.net:</b> A subset of ACCFB.org website that enables users to search for emergency food locations and referrals to CalFresh application assistance and information.</p>			
	<p><b>Member Agencies:</b> ACCFB’s network of 400+ emergency food providers throughout Alameda County. Member agencies must apply and be approved for membership to receive food from ACCFB for distribution to their clients, and comply with ACCFB’s food distribution service quality standards.</p>			
	<p><b>Network:</b> The ACCFB’s network of 400+ member agencies.</p>			
	<p><b>Food item type:</b> A type of food purchased by the ACCFB for warehouse distribution, for example: broccoli, onions, apples, dry pasta, canned beans, rice, frozen chickens, etc.</p>			
	<p><b>Meal equivalent:</b> The equivalent of 1.2 pounds of unprepared food, as cited by Feeding America: <a href="https://www.feedingamerica.org/ways-to-give/faq/about-our-claims">https://www.feedingamerica.org/ways-to-give/faq/about-our-claims</a> from the finding from the USDA What We Eat in America 2011-2012 report that an average meal is 1.2 pounds of food.</p>			
<p>** 89% of ratable food distribution equates to a #1 option (choose often, healthiest category) in ACCFB’s Nutri-Measure tool. 82% of total food distribution is ratable through Nutri-Measure.</p>				

**3. Additional monthly reporting:**

- a. Monthly Agency Item Statistics Reports on food procured from the Food Bank from all agencies (excel spreadsheet)
- b. “People Served” Report, providing the number of clients served by each reporting member agency in the month (excel spreadsheet)
- c. Food Items Procurement Report (excel spreadsheet)
  - i. Summary of all food items procured in the month, indicating the pounds of food per item and name of each food item
  - ii. Examples of food items: onions, broccoli, apples, dry pasta, spaghetti sauce, frozen chickens
  - iii. Other quantities may be provided as appropriate such as 40-lb boxes, 3-lb bags, 300 chickens, 200 1-gallon containers, 50 boxes of 12- 16 oz. cans, etc., but the number of pounds must also be provided for all items (estimated when necessary) in order to provide one standard unit of measure for all items
  - iv. Identify whether any quantity of any items were procured for storage and not for distribution to member agencies in the month

**4. Annual reporting:**

Annual reports are due by August 31 each year, one month after the end of each County fiscal year.

- a. Provide a summary of data from the most recent ACCFB Partner Survey completed within the Contract period
  - i. Include the # of survey respondents
  - ii. Include the # of survey respondents who reported being “Very Satisfied” or “Somewhat Satisfied” regarding shopping for food or picking up food orders at the ACCFB warehouse, or receiving food deliveries from the ACCFB
  - iii. Include additional data for a comprehensive summary of survey findings
- b. Provide a brief narrative report on the activities and outcomes of outreach and marketing campaigns conducted to increase client utilization of food distribution services
- c. Percentage of food procured that was provided to member agencies, with the goal of less than 5% waste.
  - i. # of pounds of food distributed to clients
  - ii. # of pounds of food procured
  - iii. % of food waste
- d. Provide an update on the expansion of Client Voice to additional member agencies, including successes, challenges and lessons learned.

**5. Expansion of the Client Voice data reporting system:**

- a. Currently, the following ACCFB members report to the ACCFB using the Client Voice data reporting system:

- i. South Hayward Parish/First Pres
- ii. Shiloh Church Mercy House
- iii. Cross Streets Neighborhood Alliance
- iv. San Lorenzo Family Help Center
- v. Acts Full Gospel-temporarily paused
- vi. Faith Lutheran
- vii. Lake Merritt United Methodist Church Food Pantry
- viii. Berkeley Food Network
- ix. Telegraph Community Ministries Center
- x. San Leandro Community Food Pantry
- xi. SLZUSD - San Lorenzo Unified School District
- xii. The Well Community Outreach
- xiii. Tri-Cities Community Development Center
- xiv. Peralta/Hacienda (Chavez)
- xv. 69th Ave Drive Through Pantry

- b. The following datapoints will be reported on by these member agencies in FY21-22 using Client Voice. The ACCFB will share a summary of this data, categorized by service provider, with County by September 30, 2022:
  - i. Name, Date of Birth, Address, Phone Number and Email
  - ii. Household Size
  - iii. Gender Identity
  - iv. Race/Ethnicity
  - v. Preferred Language

- vi. Transportation Method
- vii. CalFresh: Status and Interest
  
- c. The ACCFB will provide training, equipment/supplies, enrollment/registration services and support, along with ongoing technical assistance to member agencies in the use of Client Voice.
  
- d. The ACCFB will provide to the County an implementation plan for the expansion of Client Voice reporting to 25 additional member agencies in FY22-23 by September 30, 2022. Larger distribution sites and partners who distribute USDA product will be prioritized for this expansion. This will include:
  - i. Names of agencies that will be targeted for participation
  - ii. A timeline for training of and full implementation by selected agencies.
  - iii. Datapoints that will be collected with Client Voice in FY22-23.
  - iv. A proposed template for how this data will be reported to the County in FY22-23.
  - v. A plan for obtaining reliable data on individual and household counts from all member agencies in FY22-23, whether or not they are using Client Voice.
  
- e. The ACCFB will begin convening outreach, planning and training sessions in September-November 2022 with member agencies to be targeted for this expansion in FY22-23 and beyond.

**B. POPULATION SERVED**

The Food Distribution Program serves individuals and households experiencing short term and ongoing food insecurity. Additionally, this program serves people having a hard time making ends meet in a high-cost region.

**C. DATA COLLECTION: IMPACT OF COVID-19 ON FOOD INSECURITY IN ALAMEDA COUNTY**

\$60,000 of Contract funds will be used to support point-in-time data collection, to understand the impact of the COVID-19 pandemic on food insecurity and broader economic well-being among Alameda County residents. Data will be collected through client surveys, targeted engagement of Helpline callers, focus groups, and analysis of external data from national, state and local studies on the impact of COVID-19 on employment, financial stability, food insecurity, food insufficiency, housing stability and health. The ACCFB will use this data analysis to inform its planning for food procurement, distribution and service delivery strategies in the coming months and years. Reports and data analysis in this section will be completed and provided to County by June 2023.

- 1. Point-in-time data collection
  - a. Pilot a COVID-19 Community Impact Survey with 1-3 agencies (Goal: 300+ participants).
  - b. Plan and execute focus groups with clients and community members from our network (Goal: 50 participants).
  - c. Pilot targeted follow-up calls by ACCFB staff to Helpline callers to document their experiences with food insecurity and accessing services (Goal: 100 participants).

2. Projection of food procurement needs throughout the continuing pandemic  
The ACCFB will produce a report identifying the following:
  - a. A summary of data collection methodologies and data sources used, including the number of clients in each set of data collected through participatory research methods.
  - b. Lessons learned from Alameda County residents about challenges and successes in accessing services for free or affordable, nutritious and culturally appropriate food for their households during the COVID-19 pandemic.
  - c. Systemic gaps in services, communication/outreach, operations, partnerships and resources in the emergency food distribution system that, if addressed, could improve food security of vulnerable Alameda County residents. This may include identification of any vulnerable populations that have been more disproportionately negatively impacted by these service gaps.
  - d. Food procurement and distribution practices that the ACCFB will begin, end, change or expand in 2023 and beyond to address the findings of this study.

**D. RESULTS-BASED ACCOUNTABILITY (RBA) REPORTING: COMMUNITY CAPACITY BUILDING**

Alameda County Community Food Bank, Community Capacity Building April 2022-June 2023					
RBA Performance Measures		Target Goal	How to Calculate	Agency Data Source	Reporting Frequency
How Much?	# of community grants administered	100 during the contract term	# of unduplicated agencies who receive capacity building grant	Grant administration records	Monthly
	Amount of funds distributed for community grants		YTD total amount of funds distributed to agencies	Financial records	Monthly
How Well?	% of grants that have performance measures* with a target goal	100%	$\frac{\text{\# of grants administered with performance measures}}{\text{\# of grants administered}}$	Grant agreements and reports from grantees	Monthly
Better Off?	% of grants that have met their target goals for 80% of their performance measures*	80%	$\frac{\text{\# of grantees who have met their target goals on 80\% of their performance measures}}{\text{\# of grants administered}}$	Grant agreements and reports from grantees	Monthly
Definitions	<p><b>Performance Measures:</b> All grants will have a section describing the performance measures for the grantee that will include targets for each measure. Each grant shall have at least one quantitative measure, with a description or sample reporting tool the grantee shall use to report on their performance measure(s).</p> <p>* The ACCFB will work with the ACSSA’s Government &amp; Community Relations (GCR) and Workforce &amp; Benefits Administration (WBA) departments to finalize performance measures in grant reporting requirements.</p>				

Alameda County Community Food Bank, Community Capacity Building April 2022-June 2023				
RBA Performance Measures	Target Goal	How to Calculate	Agency Data Source	Reporting Frequency
<b>Additional Reporting</b>	<p>The data above will be aggregated along with a log of each grantee who received funding. This log will be uploaded monthly into Scorecard.</p> <p><b><u>The following quantitative and qualitative data will be uploaded to Scorecard , and aggregated in the Annual Report:</u></b></p> <p>The following data will be entered in Scorecard within a month after the end of each funding cycle after grantees have been selected and confirmed:</p> <ul style="list-style-type: none"> <li>Names of grantees, grant amounts awarded to each grantee, and identification of categories for the uses of funds under each grant</li> <li># of grantees who received funding for Equipment &amp; Supplies/\$ amount/Name of Organizations</li> <li># of grantees who received funding for staffing/\$ amount/Name of Organizations</li> <li># of grantees who received funding for training/consultation/\$ amount/Name of Organizations</li> <li># of grantees who received funding for Client Engagement/Experience Supports/\$ amount/Name of Organization</li> <li># of grantees who received funding for technology/\$ amount/Name of Organization</li> <li># of grantees who received funding for building &amp; facilities improvements/\$ amount/Name of Organization</li> </ul> <p>The following data will be entered into Scorecard 12 months after the end of each funding cycle, after grantees have been selected and confirmed, and have performed funded activities for up to 12 months:</p> <ul style="list-style-type: none"> <li>Highlight/Describe 2-3 of the most successful initiatives. <i>A successful initiative is defined by an effort that creates an ongoing increased capacity to serve AC residents.</i></li> <li>Highlight/Describe 2-3 of the initiatives that had the most challenges. <i>Describe why there was a challenge, what lessons did the grantee learn, what lessons did the grantor learn?</i></li> <li>Highlight/Describe 2-3 initiatives that had short term success. These are grantees that were able to meet their performance measures however, it is unlikely that the agency will be able to continue this effort without further assistance.</li> </ul>			

Emergency Food Distribution Drive-Through Site at 69 <sup>th</sup> St., Oakland					
Performance Measures	Target Goal	How to Calculate	Agency Data Source	Reporting Frequency	
<b>How Much ? How Well? Better Off?</b>	# of individuals served	40,000	# of individuals served	Client participation tracking tools	Monthly
	# of pounds of food distributed	400,000	# of pounds of food distributed	Food distribution records, Agency Item Statistics Report	Monthly

**E. REPORT ON CAPACITY BUILDING GRANTS FOR BIPOC FARMERS**

The ACCFB will provide a report by July 30, 2023, or after up to 12 months of program performance after grants have been distributed, summarizing the following:

1. The names of grantees and grant amounts for each grantee
2. How funds were spent under each grant
3. Quantitative and qualitative data on outcomes of each grant, including how each grantee’s capacity to serve the emergency food distribution system in Alameda County was grown or supported
4. Lessons learned by the ACCFB and by grantees that will inform the ACCFB’s future work to support BIPOC farmers

**F. POPULATION SERVED**

The Food Distribution Program serves individuals and households experiencing short term and ongoing food insecurity. Additionally, this program serves people having a hard time making ends meet in a high-cost region.

**G. MINIMUM STAFFING REQUIREMENTS**

Contractor shall have and maintain current job descriptions on file with the Department for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this agreement. Job descriptions shall specify the minimum qualifications for services to be performed and shall meet the requirements of the Department. Contractor shall submit revised job descriptions meeting the approval of the Department prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with the Department.

**H. ENTIRETY OF AGREEMENT**

Contractor shall abide by all provisions of the Community Based Organization Master Contract General Terms and Conditions, all Exhibits, and all Attachments that are associated with and included in this contract.

**I. CONTRACTOR RESPONSIBILITIES**

1. **Client Grievance Policy:** SSA Contractors are required to have a Client Grievance Policy in place and to disclose the policy to all SSA clients during the Client Intake Process. As evidence that a Client Grievance Policy is in place and all SSA clients provided services by the Contractor have been made aware of its existence, Contractor must obtain the signature of each SSA client on a copy of the policy acknowledging they were made aware of it, understand it, and received a copy of the signed document. Contractor must also place a copy of the signed document in each client’s case file and make the files available for review by County staff upon request. See Attachment A for a sample SSA Grievance Policy. An MS Word file of the SSA Grievance Policy Template is available through your SSA Contract Liaison.
2. **Language Access Requirement for Contractors:** See Attachment B for more information regarding Limited English Proficient (LEP) client language access requirements for contractors with Alameda County.

3. **Certification/Licensure:** All operations of food and meal services provided by Contractor will maintain the permits, certification and licenses necessary to remain in compliance with applicable regulations from the local health department, the California Safety Code, and other relevant food safety guidelines. If applicable, food handling personnel will maintain current California Food Handler Cards.
4. **Public Health and Safety Measures:** Provide services in a manner that reduces contact or gatherings of individuals and allows for social distancing, and otherwise follows the most current COVID-19 pandemic safety guidelines issued by the Alameda County Public Health Department and U.S. Center for Disease Control (CDC) for the safety of all staff, volunteers and clients, and those with whom they come into contact. Provide health and safety information about COVID-19 to clients, volunteers and staff as appropriate.
5. **Changes to Scope of Services:** Contractor shall notify County immediately upon identification of a need for change in the scope of services outlined in this Contract and obtain explicit approval of County before implementing any changes to the agreed upon scope of services. Approval shall be obtained through the Alameda County Social Services Agency, Workforce and Benefits Administration Department, Program Planning and Support Unit.
6. **Subcontracts and Associated Contracts:** Contractor shall provide to County within five (5) business days of request a copy of any pending or executed contracts utilizing funds from this Contract, or in any way utilizing resources from, or impacting the scope of services in, this Contract.
7. **Contract Monitoring Requirements:** WBA staff and SSA Contracts Office Liaison may at any time, monitor and conduct an evaluation of operations, which may include site visits and reviews of Contractor's financial records and other records and materials to determine progress in the achievement of program goals and objectives and service criteria and requirements as specified within this agreement. A final report will be prepared by the WBA and Contracts Office Liaison to provide feedback on areas of compliance and/or non-compliance. Contractor shall submit a written corrective action plan to the Contracts Office Liaison in response to all findings of non-compliance. A follow-up monitor visit will be conducted to ensure that all corrective action measures have been completed and contractor is in compliance with contract requirements. Contractor will be responsible for monitoring all subcontractors under this agreement.

CLIENT GRIEVANCE POLICY

WHAT TO DO IF YOU HAVE A GRIEVANCE

If you have a complaint about the performance of ( )
INSERT NAME OF CONTRACTOR
staff, and/or you feel you have been treated unfairly, the following are the steps you should take to have your complaint heard:

- 1. Talk privately to the person with whom you have the problem. We encourage you to try first to work out the problem in an open and informal way.
2. If you do not feel comfortable talking with the person with whom you have the problem, or you do talk with them and are not satisfied with the outcome, you may make an appointment to speak with or submit a written complaint (which may be in your own language) to ( )'s Executive Director or designee.
INSERT NAME OF CONTRACTOR

If you have good cause to use another medium to communicate your complaint, such as a tape recording, you may do so. The Executive Director or designee shall meet with you or provide you with a written response to your written complaint within ten (10) working days of the meeting or receipt of your written complaint.

- 3. Or, if you prefer, you may bypass the above steps and immediately contact the funding agency below:
Alameda County Social Services Agency
Contracts Office
2000 San Pablo Ave., 4th Floor
Oakland, CA 94612
Email: [ContractsCustomer@acgov.org](mailto:ContractsCustomer@acgov.org)

I certify that the information in this document was explained to my satisfaction in my own language and a copy of this form was given to me. I understand that by signing below, I hereby authorize ( ) to release all my information
INSERT NAME OF THE CONTRACTOR
pertaining to my grievance to the Alameda County Social Services Agency.

Client's Name (printed)

Client's Signature

Date

(Revised 9/6/19)

**POLITICA PARA QUEJAS DE CLIENTES**

**QUÉ HACER SI USTED TIENE UNA QUEJA**

Si tiene una queja acerca del desempeño del personal de ( \_\_\_\_\_ )  
INSERTAR NOMBRE DEL CONTRATISTA

o siente que se le ha tratado injustamente, tendrá que seguir los siguientes pasos para que su queja sea escuchada:

1. Hable en privado con la persona con quien tiene el problema. Le recomendamos que trate de solucionar el problema de una manera abierta e informal.
2. Si no se siente cómodo hablando con la persona con quien tiene el problema, o habla con esa persona y no está satisfecho/a con los resultados, puede hacer una cita para hablar con el director ejecutivo de ( \_\_\_\_\_ )  
INSERTAR NOMBRE DEL CONTRATISTA  
(la cual puede ser en su propio idioma). Si tiene una buena razón para utilizar otro medio de comunicar su queja, como una cinta de grabación, lo podrá hacer. El director ejecutivo o el representante se reunirá con usted o le proveerá una respuesta por escrito a su queja en el plazo de diez (10) días hábiles a partir de su cita o de haber recibido su queja por escrito.
3. O, si usted prefiere, puede evitar los pasos previos y contactar, inmediatamente, al siguiente organismo de financiación:

**Agencia de Servicios Sociales del Condado de Alameda**  
**Contracts Office**  
**2000 San Pablo Ave., 4<sup>th</sup> Floor**  
**Oakland, CA 94612**  
**Correo electrónico: ContractsCustomer@acgov.org**

Certifico que la información en este documento fue explicada para mi entera satisfacción y en mi propio idioma, y que se me dio una copia de este formulario. Comprendo que al firmar abajo autorizo a ( \_\_\_\_\_ )  
INSERTAR NOMBRE DEL CONTRATISTA  
Condado de Alameda toda mi información en relación con mi queja.

\_\_\_\_\_  
Nombre del cliente (en letra de imprenta)

\_\_\_\_\_  
Firma del cliente

\_\_\_\_\_  
Fecha

**LANGUAGE ACCESS REQUIREMENTS FOR CONTRACTORS**

- I. The Alameda County Social Services Agency (SSA) has developed and adopted a Master Plan on Language Access to ensure its limited-English proficient (LEP) clients are provided with language accessible services and communications. Under the plan’s provisions, community-based organizations (CBOs)/contractors whose services are contracted by the SSA:
  - A. Shall clearly disclose language access capabilities in relationship to the population served.
  - B. Shall have a plan in place—available for review upon request by County staff—for referring clients whose language needs the contractor can’t accommodate.
  - C. Shall permit County staff to conduct ongoing monitoring of contracted services for compliance with provisions of the County’s Language Access Plan.
  - D. Shall provide the County with a list and copies of all printed contract-related marketing/promotional/education-related materials (including languages materials are printed in).
  
- II. The SSA shall aid contracted CBOs in expanding language interpretation services through:
  - A. Providing CBOs/contractors with training, materials and instruction on how to effectively refer LEP clients to appropriate language resources.
  - B. Including service-marketing plan requirements in requests for proposals (RFPs) and contracts with CBOs that propose to offer language services (including appropriate outreach and notification of programs and services) to the LEP community and customers.
  - C. Developing a monitoring process of contracted services to ensure high-quality language accessible services are always provided to LEP clients.
  - D. Providing CBOs/contractors with access to Telephonic Interpreters, a 24-hours-a-day, 365-days-a-year telephone language interpretation service in over 100+ languages—to supplement on-site language access services.

**EXHIBIT B**

**PAYMENT TERMS**

1. **Subawards.** The Federal Award committed to Subrecipient by this Agreement is as follows:  

Subrecipient shall be reimbursed based on actual costs, in accordance with the budget attached as Exhibit B-1, which includes an indirect cost rate of 10% (\$2,315,473), for a total not to exceed \$25,470,200.
2. **Budgets.** The Subrecipient has proposed the budget for its Program Administrator role and shall complete all activities in this Agreement in accordance with the budgets attached hereto as Exhibits B-1. Any amendments to the budgets, including adjustments to individual line items, must be approved in writing by both the County and the Subrecipient.
3. **Certification.** To assure that expenditures are proper and in accordance with the terms and conditions of the Federal Award and approved project budgets, including direct and indirect costs, the annual and final fiscal reports or invoices must include the following certification, signed by an official of who is authorized to legally bind the Subrecipient:  

**By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).**
4. **Reporting and Disbursement.**
  - a. **Disbursements of Subaward.** Disbursements will be issued monthly in arrears following approval of invoices.
  - b. **Invoice Reporting and Monitoring.** As part of County's monitoring of Subrecipient for compliance with Federal Award requirements, regular distributions of the subaward to Subrecipient will be made after receipt and review of reports and invoicing.
  - c. **Indirect Costs Payments:** Subrecipient shall report its indirect costs on a monthly basis. Indirect Costs Reports shall be separate from the program fund reports. Reports must include detailed documentation to support reimbursement of actual costs.
  - d. **Monitoring** County will review invoicing reports to ensure the following requirements have been met prior to disbursement:
    - (1) Report shall be in a format consistent with the Federal Award and approved by County.
    - (2) Services have been provided as required with this Agreement.
    - (3) The service type and costs are clear and adequate documentation is provided:

- (4) For all actual costs, invoices requesting reimbursement incurred based on the approved Budget.
  - (5) The amounts on the invoice reports are mathematically correct.
  - (6) The cumulative payments do not exceed the subaward maximum (in total or by category).
  - (7) Invoice reports must be submitted monthly.
5. **Return of Funds.** Within five days of termination of this Agreement, Subrecipient shall transfer to County any Federal Award funds that have not been expended in accordance with this Agreement.

**6. Invoicing Procedures**

Social Services Agency (SSA) Finance Department has established a centralized Payments Unit. *Please send all invoices and all payment questions to [SSAInvoices@acgov.org](mailto:SSAInvoices@acgov.org).*

This unit will be your point of contact for all payment and invoicing matters. If you need additional assistance, please contact Beverly Warren, Financial Services Officer, at [brwarren@acgov.org](mailto:brwarren@acgov.org).

Invoices must contain the following elements:

- a. Must be on company letterhead that includes name, address, and contact information.
- b. For Community Based Organizations, must be signed by the head of the organization, i.e., CEO, CEO, etc.
- c. Document must contain the title *Invoice*.
- d. The date of the invoice.
- e. A description of services.
- f. The date range for services provided.
- g. If needed, itemization of any sales tax and delivery/postage charges.
- h. The Purchase Order (PO) number provided by the County.
- i. The total amount owed.
- j. Remittance instructions/address.
- k. A *cc* indication at the bottom of the invoice with names of people who received courtesy copies.
- l. The CEO or CEO must be included in the *cc*.
- m. All data as required by your contract.

**EXHIBIT B -1**

**BUDGET**

	<u>FY 22/23</u>	<u>FY24</u>	<u>FY25</u>	<u>Total Contract</u>
Total Funding	\$13,823,400	\$5,823,400	\$5,823,400	\$25,470,200
<b>PERSONNEL: Salaries</b>				
Client Voice Manager	125,500	102,000	31,700	259,200
Client Voice Coordinator	73,900	60,000	19,000	152,900
Grant Capacity Manager/Partner Investment Specialist	95,000	-	-	95,000
Strategic Procurement Lead	82,800	82,000	19,000	183,800
Associate Director of Supply Chain	124,900	125,000	39,000	288,900
Inventory & Distribution Manager	108,000	108,000	33,300	249,300
Logistic Coordinator, direct to client	61,000	-	-	61,000
Partner Support Associate	50,000	-	-	50,000
Subtotal Salaries	721,100	477,000	142,000	1,340,100
Payroll Taxes and Benefits	101,927	37,000	12,000	150,927
Total Direct Personnel Costs	823,027	514,000	154,000	1,491,027
<b>Services &amp; Supplies</b>				
Program materials, services, nutrition promotion	686,000	200,000	-	886,000
Food Purchase	8,050,000	4,580,000	5,140,000	17,770,000
Partner Agency Capacity	2,947,700	-	-	2,947,700
Community Programs-Data Collection	60,000	-	-	60,000
Services & Supplies Total	11,743,700	4,780,000	5,140,000	21,663,700
<b>Indirect Cost Total @10%</b>	1,256,673	529,400	529,400	2,315,473
<b>GRAND TOTAL Food Distribution</b>	<b>\$13,823,400</b>	<b>\$5,823,400</b>	<b>\$5,823,400</b>	<b>\$25,470,200</b>

**EXHIBIT C  
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	<b>Professional Liability/Errors &amp; Omissions</b> Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 project aggregate
E	<p><b>Endorsements and Conditions:</b></p> <ol style="list-style-type: none"> <li>1. <b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives.</li> <li>2. <b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li>3. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li>4. <b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li>5. <b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.</li> <li>6. <b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:             <ul style="list-style-type: none"> <li>– Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies.</li> <li>– Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.</li> </ul> </li> <li>7. <b>CANCELLATION OF INSURANCE:</b> All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.</li> <li>8. <b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <b>Contracts Office, 2000 San Pablo Ave., 4th Floor, Oakland, CA 94612</b></li> </ol>	

**EXHIBIT D  
COUNTY OF ALAMEDA  
DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

**The Subrecipient, under penalty of perjury, certifies that, except as noted below, Subrecipient, its principals, and any named and unnamed Subrecipient:**

- **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- **Does not have a proposed debarment pending; and**
- **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

**If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining Subrecipient responsibility.**

**Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Subrecipient Agreement. Signing this Subrecipient Agreement on the signature portion thereof shall also constitute signature of this Certification.**

CONTRACTOR: Alameda County Community Food Bank

PRINCIPAL: Regi Young TITLE: Executive Director

SIGNATURE:  DATE: 8/26/2022

**EXHIBIT E**

**AUDIT REQUIREMENTS**

The County contracts with various organizations to carry out programs mandated by the Federal and State governments or sponsored by the Board of Supervisors. Under the Single Audit Act Amendments of 1996 (31 U.S.C.A. §§ 7501-7507) and Board policy, the County has the responsibility to determine whether organizations receiving funds through the County have spent them in accordance with applicable laws, regulations, contract terms, and grant agreements. To this end, effective with the first fiscal year beginning on and after December 26, 2014, the following are required.

**I. AUDIT REQUIREMENTS**

**A. Funds from Federal Sources:**

1. Non-Federal entities which are determined to be subrecipients by the supervising department according to 2 CFR § 200.330 and which expend annual Federal awards in the amount specified in 2 CFR § 200.501 are required to have a single audit performed in accordance with 2 CFR § 200.514.
2. When a non-Federal entity expends annual Federal awards in the amount specified in 2 CFR § 200.501(a) under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or terms and conditions of the Federal award do not require a financial statement audit of the auditee, the non-Federal entity may elect to have a program-specific audit conducted in accordance with 2 CFR § 200.507 (Program Specific Audits).
3. Non-Federal entities which expend annual Federal awards less than the amount specified in 2 CFR § 200.501(d) are exempt from the single audit requirements for that year except that the County may require a limited-scope audit in accordance with 2 CFR § 200.503(c).

**B. Funds from All Sources:**

Non-Federal entities that expend annual funds from any source (Federal, State, County, etc.) through the County in an amount of:

1. \$100,000 or more must have a financial audit in accordance with the U.S. Comptroller General's Generally Accepted Government Auditing Standards (GAGAS) covering all County programs.
2. Less than \$100,000 are exempt from these audit requirements except as otherwise noted in the contract.

Non-Federal entities that are required to have or choose to do a Single Audit in accordance with 2 CFR Subpart F, Audit Requirements are not required to have a

financial audit in the same year; however, Non-Federal entities that are required to have a financial audit may also be required to have a limited-scope audit in the same year.

C. General Requirements for All Audits:

1. All audits must be conducted in accordance with Generally Accepted Government Auditing Standards issued by the Comptroller General of the United States (GAGAS).
2. All audits must be conducted annually, except for biennial audits authorized by 2 CFR § 200.504 and where specifically allowed otherwise by laws, regulations, or County policy.
3. The audit report must contain a separate schedule that identifies all funds received from or passed through the County that is covered by the audit. County programs must be identified by contract number, contract amount, contract period, and amount expended during the fiscal year by funding source. An exhibit number must be included when applicable.
4. If a funding source has more stringent and specific audit requirements, these requirements must prevail over those described above.

II. AUDIT REPORTS

A. For Single Audits

1. Within the earlier of 30 calendar days after receipt of the auditor's report or nine months after the end of the audit period, the auditee must electronically submit to the Federal Audit Clearinghouse (FAC) the data collection form described in 2 CFR § 200.512(b) and the reporting package described in 2 CFR § 200.512(c). The auditee and auditors must ensure that the reporting package does not include protected personally identifiable information. The FAC will make the reporting package and the data collection form available on a web site and all Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the FAC. As required by 2 CFR § 200.512(a)(2), unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection.
2. A notice of the audit report issuance along with two copies of the management letter with its corresponding response should be sent to the County supervising department within ten calendar days after it is submitted to the FAC. The County supervising department is responsible for forwarding a copy of the audit report, management letter, and corresponding responses to the County Auditor within one week of receipt.

B. For Audits other than Single Audits

At least two copies of the audit report package, including all attachments and any management letter with its corresponding response, should be sent to the County supervising department within six months after the end of the audit year, or other time frame as specified by the department. The County supervising department is responsible for forwarding a copy of the audit report package to the County Auditor within one week of receipt.

**III. AUDIT RESOLUTION**

Within 30 days of issuance of the audit report, the entity must submit to its County supervising department a corrective action plan consistent with 2 CFR § 200.511(c) to address each audit finding included in the current year auditor's report. Questioned costs and disallowed costs must be resolved according to procedures established by the County in the Contract Administration Manual. The County supervising department will follow up on the implementation of the corrective action plan as it pertains to County programs.

**IV. ADDITIONAL AUDIT WORK**

The County, the State, or Federal agencies may conduct additional audits or reviews to carry out their regulatory responsibilities. To the extent possible, these audits and reviews will rely on the audit work already performed under the audit requirements listed above.

**EXHIBIT F**

**COUNTY OF ALAMEDA  
THE IRAN CONTRACTING ACT (ICA) OF 2010  
For Procurements of \$1,000,000 or more**

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SUBRECIPIENT: Alameda County Community Food Bank

PRINCIPAL: Regi Young TITLE: Executive Director

SIGNATURE:  DATE: 8/26/2022

## EXHIBIT G

### SUBRECIPIENT - ADDITIONAL CONTRACT PROVISIONS FEDERAL PROVISIONS

Funds used for payments for this Agreement are from or subject to reimbursement by state and/or federal funds. Some of these funding sources require additional contractual obligations and County and Subrecipient hereby agree to the following additional terms and conditions. The parties agree to each of these terms for reasons including, but not limited to, meeting all contracting requirements as set forth in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. These terms supplement the General Terms and Conditions.

#### I. General Provisions

- A. **Remedies.** In the event of a breach by Subrecipient of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by Subrecipient of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, Subrecipient shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
- B. **Equal Employment Opportunity.** During the performance of this contract, Subrecipient agrees as follows:
1. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  2. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  3. The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such

information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's legal duty to furnish information.

4. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the Subrecipient's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Subrecipient will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

Subrecipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the Subrecipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Subrecipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Subrecipients and

subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Subrecipient debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Subrecipients and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Subrecipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Subrecipient and refer the case to the Department of Justice for appropriate legal proceedings.

These provisions are included in addition to the Equal Employment Opportunity Practices Provisions in the General Terms and Conditions and Subrecipient shall abide by both provisions.

- C. **Rights to Inventions Made Under a Contract or Agreement.** If this Contract is funded in whole or part by a Federal award of funds and the Contract and/or funding meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the Subrecipient (the "recipient or subrecipient") wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. This requirement applies to "funding agreements," but it does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."
- D. **Clean Air Act and the Federal Water Pollution Control Act.** The following provisions apply for all contracts in excess of \$150,000:
1. **Clean Air Act** (42 U.S.C. 7401–7671q).
    - a. The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
    - b. The Subrecipient agrees to report each violation of the Clean Air Act to the County and understands and agrees that the County will, in turn, report each

violation as required to assure notification to the appropriate Federal Agency and the appropriate Environmental Protection Agency Regional Office.

- c. The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

2. **Federal Water Pollution Control Act** (33 U.S.C. 1251–1387).

- a. The Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Subrecipient agrees to report each violation of the Federal Water Pollution Control Act to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the office of Federal Agency making the Federal Award and the appropriate Environmental Protection Agency Regional Office.
- c. The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

E. **Debarment and Suspension.** In addition to the debarment and suspension requirements in the General Terms and Conditions and executed Debarment certificate, the following terms shall apply:

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Subrecipient is required to verify that none of the Subrecipient's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Subrecipient must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
3. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The Subrecipient agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Contract. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered contracts.

F. **Conflict of Interest.** By executing this Contract, Subrecipient certifies that it does not know of any fact which constitutes a violation of Section 66 of County's Charter; Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the County if it becomes aware of any such fact during the term of this Contract. In addition,

Subrecipient shall be in full compliance with all other conflict of interest requirements, including those contained in 2 C.F.R. § 200.318.

**G. Byrd Anti-Lobbying Amendment.** For any contract of \$100,000 or more, Subrecipient shall complete the required certification (included below) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

**H. Procurement of recovered materials.**

1. In the performance of this contract, the Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - a. Competitively within a timeframe providing for compliance with the Contract performance schedule;
  - b. Meeting Contract performance requirements; or
  - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
3. The Subrecipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**I. Access to Records.**

1. The Subrecipient agrees to provide the County, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Subrecipient which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Subrecipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Subrecipient agrees to provide the Federal Awarding Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the County and the Subrecipient acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency or the Comptroller General of the United States.

- J. **Changes.** The cost of any change, modification, change order, or constructive change must be allowable, allocable, within the scope of a funding grant or cooperative agreement, and reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract by entering a written amendment executed by authorized representatives. The Contract may not be modified except by a written document signed by both parties. It is mutually understood and agreed that no alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- K. **Seal, Logo, And Flags.** The Subrecipient shall not use any other Federal, state or local seals, logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal Awarding Agency pre-approval.
- L. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that Federal financial assistance may be used to fund all or a portion of the contract. The Subrecipient will comply with all applicable Federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.
- M. **No Obligation of Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Subrecipient, or any other party pertaining to any matter resulting from the Contract.
- N. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Subrecipient acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient's actions pertaining to this Contract.
- O. **Local Preferences:** To the extent that any local preferences are prohibited by funding, SLEB and other local preferences and policies have already been or are waived.
- P. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).** For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the following provisions, from 29 C.F.R §5.5(b) shall apply:
1. Overtime requirements. No Subrecipient or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Subrecipient and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Subrecipient and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each

individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Subrecipient or subcontractor under any such contract or any other Federal contract with the same prime Subrecipient, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Subrecipient, such sums as may be determined to be necessary to satisfy any liabilities of such Subrecipient or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The Subrecipient or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Subrecipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

R. **Domestic Preferences for Procurements.** As appropriate and to the extent consistent with law, the Subrecipient and their subcontractor(s), to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

S. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Subrecipient and their subcontractor(s) are prohibited from obligating or expending funds from this Agreement to (1) procure or obtain (2) extend or renew a contract to procure or obtain or (3) enter into a contract for equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

1. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security

purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

- 2. See Public Law 115–232, section 889 for additional information. See also 2 CFR § 200.471.

**II. Construction and Repair Work.** The following provisions apply to construction or repair work:

**Compliance with the Davis-Bacon Act and Copeland “Anti-Kickback” Act.** For all prime construction contracts in excess of \$2,000 the following terms shall apply:

**A. Davis-Bacon Act**

- 1. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Subrecipient shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- 2. Subrecipients are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- 3. Additionally, Subrecipients are required to pay wages not less than once a week.

**B. Copeland “Anti-Kickback” Act**

- 1. Subrecipient shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- 2. The Subrecipient or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime Subrecipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- 3. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Subrecipient and subcontractor as provided in 29 C.F.R. § 5.12.

## EXHIBIT G-1

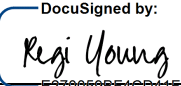
### Certification for Contracts, Grants, Loans, and Cooperative Agreements CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Subrecipient, Alameda County Community Food Bank, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:  
  
E270059BF4CD41F...  
\_\_\_\_\_  
Signature of Subrecipient's Authorized Official

8/26/2022  
\_\_\_\_\_  
Date

Regi Young  
\_\_\_\_\_  
Name

Executive Director  
\_\_\_\_\_  
Title




## COUNTY ADMINISTRATOR'S OFFICE

Susan S. Muranishi, County Administrator

### MEMORANDUM

January 13, 2022

TO: Lori A. Cox, Director, Social Services Agency

FROM:  Susan S. Muranishi, County Administrator

SUBJECT: Processing and Accounting for ARPA Expenses

On December 21, 2021, the Board of Supervisors approved ARPA appropriations of \$162 million in response to the COVID-19 pandemic. Included in the \$162 million is \$60.5 million of ARPA funds for the Social Services Agency to be used to respond to or mitigate the public health emergency with respect to the COVID-19 pandemic or its negative economic impacts. The projects that your agency will be managing and reporting are:

Amount	Project Name	Project ID No.
\$ 50,000,000	Food	11180
\$ 5,000,000	Child Care Grants	11182
\$ 1,500,000	ARCH Grants	11183
\$ 4,000,000	Capacity Building	
<u>\$ 60,500,000</u>		

The Treasury Department requires that all ARPA funds be accounted for and reported to the Treasury at the project level. Treasury defines projects as new or existing eligible government services or investments funded by ARPA. Treasury requires that the following information be reported for each project: Project Name, Project Identification Number, Project Expenditure Category, Description of Project and Status of Completion. The project description must describe the project in sufficient detail to provide an understanding of the major activities that will occur, and is required to be between 50 and 250 words. If applicable, you should describe how funds are being used to respond to the negative economic impact of COVID-19 and if the services are being provided to communities disproportionately impacted by COVID-19. Also include the goals of the project and the intended outcomes.

Attached are forms for your project with the following information completed: the project name, project identification number, project expenditure category. Please complete the form by answering the questions and adding your description of the project. All of the required project information must be compiled on a quarterly basis and reported to the County Administrator's Office. The CAO's Office will compile the data and file the appropriate report with the Treasury Department.

Additional information is also required if the County enters into any contracts greater than \$50,000. For each contract in excess of \$50,000, your agency will have to provide the following information: the DUNS number and location, the contract number, the award date and amount, payment method, primary place of performance, project name, project ID number, end date, quarterly obligation amount and quarterly expenditure amount and a description of the services being provided. Attached is a form that will assist

your staff in compiling the information on contracts greater than \$50,000. The form must be filed quarterly with the County Administrator's Office.

If you have any questions, please call Pat O'Connell of my office at tie line 2-6567.

**Contracts Greater Than \$50,000**

Date: April 14, 2022

Prepared by: \_\_\_\_\_  
Name

Phone: \_\_\_\_\_

Contract Name: First 5 Alameda County - CEL Amount: \$ \$1,000,000

Contract Number: \_\_\_\_\_

DUN's Number: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Contract Date: June 1, 2022 - May 31, 2023

Payment Method:

Primary Place of Performance: First 5 Alameda County, 1115 Atlantic Avenue, Alameda, CA 94501

Project Name and ID Number: Early Care and Education (ECE) Centralized Eligibility List (CEL)

Contract Start Date and End Date: June 1, 2022 - May 31, 2023

Quarterly Obligation Amount: \$250,000

Quarterly Expenditure Amount: \$250,000

Description of Services:

First 5 Alameda County is awarded \$1,000,000 in one-time American Rescue Plan Act (ARPA) funding for the development and administration of an early care and education (ECE) Centralized Eligibility List (CEL). The goals and intended outcomes of the funds are to enhance and support early care and education capacity, sustainability and availability of child care for County residents and families.

ARPA PROJECT INFORMATION

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

Prepared by: \_\_\_\_\_  
Name

Phone: \_\_\_\_\_

Project Name: Emergency Food

Project Number: 11180

Project Expenditure Category: NEI 2.1 Household Assistance: Food Program

Amount: \$50,000,000

Identify Funds That Are Allocated to Evidenced Based Interventions \_\_\_\_\_

Project Primarily Serving Disadvantaged Communities Yes or No

See Attached for Additional Reporting Requirements

**Expenditures**

Current Period Obligation \$ \_\_\_\_\_

Cumulative Obligation \$ \_\_\_\_\_

Current Period Expenditure \$ \_\_\_\_\_

Cumulative Expenditure \$ \_\_\_\_\_

**Project Status**

- Not Started
- Completed Less Than 50%
- Completed More Than 50%
- Completed

**Project Description**

Empty box for project description.

**Required Programmatic Data:** For all projects listed under the following Expenditure Categories, the information listed must be provided in each report.

1. Payroll for Public Health and Safety Employees (PH 1.9) -
  - Number of government FTEs responding to COVID-19 supported under this authority
  
2. Household Assistance (NEI 2.1-2.5) -
  - Brief description of structure and objectives of assistance program(s) (e.g., nutrition assistance for low-income households)
  - Number of households served (by program if recipient establishes multiple separate household assistance programs)
  - Brief description of recipient's approach to ensuring that aid to households responds to a negative economic impact of COVID-19, as described in the Interim Final Rule
  
3. Small Business Economic Assistance (NEI 2.9) -
  - Brief description of the structure and objectives of assistance program(s) (e.g., grants for additional costs related to COVID-19 mitigation)
  - Number of small businesses served (by program if recipient establishes multiple separate small businesses assistance programs)
  - Brief description of recipient's approach to ensuring that aid to small businesses responds to a negative economic impact of COVID-19, as described in the Interim Final Rule
  
4. Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (NEI 2.11-2.12) –
  - If aid is provided to industries other than travel, tourism, and hospitality (NEI 2.12), a description of pandemic impact on the industry and rationale for providing aid to the industry
  - Brief narrative description of how the assistance provided responds to negative economic impacts of the COVID-19 pandemic
  - For each subaward:
    - Sector of employer (Note: additional detail, including list of sectors to be provided in a users' guide)
    - Purpose of funds (e.g., payroll support, safety measure implementation)

ARPA PROJECT INFORMATION

Date: April 14, 2022

Prepared by: \_\_\_\_\_  
Name

Phone: \_\_\_\_\_

Project Name: Child Care Grants

Project Number: 11182

Project Expenditure Category: DIC 3.6 Healthy Childhood Environment: Child Care

Amount: \$5,000,000

Identify Funds That Are Allocated to Evidenced Based Interventions \_\_\_\_\_

Project Primarily Serving Disadvantaged Communities Yes or No

**Expenditures**

Current Period Obligation	\$	<u>\$5,000,000</u>
Cumulative Obligation	\$	<u>\$5,000,000</u>
Current Period Expenditure	\$	_____
Cumulative Expenditure	\$	_____

**Project Status**

- Not Started
- Completed Less Than 50%
- Completed More Than 50%
- Completed

**Project Description**

Alameda County Social Services Agency (SSA) will allocate \$5,000,000 in federal American Rescue Plan Act (ARPA) funding to support the provision of child care services in Alameda County. The goals and intended outcomes are to enhance and support early care and education capacity, sustainability and availability of child care for County residents and families. Funding will be awarded according to the following distribution:

- 1.) \$1,000,000 in one-time funding to support the development and administration of an early care and education (ECE) Centralized Eligibility List (CEL), and
- 2.) \$4,000,000 in one-time funding for child care grants to licensed child care providers in the County. Funds will be awarded to qualified licensed providers through a universal targeted approach based on size and need. An intake form application will be utilized to screen for and finalize the list of eligible providers.

**Proposed Timeline:**

- May 2022: Final and translated Verification Form posted.
- June 2022: Verification Form submission deadline.
- July 2022: Finalize list of eligible providers and approved grantees.

Dissemination of funds will be no later than end of Q1 FY 2022-2023.

ARPA-002

ARPA PROJECT INFORMATION

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

Prepared by: \_\_\_\_\_  
Name

Phone: \_\_\_\_\_

Project Name: ARCH Grants

Project Number: 1183

Project Expenditure Category: NEI 23 Household Assistance: Cash Transfers

Amount: \$1,500,000

**Expenditures**

Current Period Obligation \$ \_\_\_\_\_

Cumulative Obligation \$ \_\_\_\_\_

Current Period Expenditure \$ \_\_\_\_\_

Cumulative Expenditure \$ \_\_\_\_\_

**Project Status**

- Not Started
- Completed Less Than 50%
- Completed More Than 50%
- Completed

**Project Description**

ARPA PROJECT INFORMATION

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

Prepared by: \_\_\_\_\_  
Name

Phone: \_\_\_\_\_

Project Name: Capacity Building

Project Number: XXXXX

Project Expenditure Category: DIC 3.13 Social Determinants of Health: Other

Amount: \$4,000,000

Identify Funds That Are Allocated to Evidenced Based Interventions \_\_\_\_\_

Project Primarily Serving Disadvantaged Communities Yes or No

**Expenditures**

Current Period Obligation \$ \_\_\_\_\_

Cumulative Obligation \$ \_\_\_\_\_

Current Period Expenditure \$ \_\_\_\_\_

Cumulative Expenditure \$ \_\_\_\_\_

**Project Status**

- Not Started
- Completed Less Than 50%
- Completed More Than 50%
- Completed

**Project Description**

Empty box for project description.