



AGENDA _____ December 19, 2023

OFFICE OF THE AGENCY DIRECTOR
1000 San Leandro Boulevard, Suite 300
San Leandro, CA 94577
TEL (510) 618-3452
FAX (510) 351-1367

November 9, 2023

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

SUBJECT: APPROVE CBO CONTRACT WITH SAN LORENZO UNIFIED SCHOOL DISTRICT TO SUPPORT THE SUPPLEMENTAL NUTRITION ASSISTANCE EDUCATION PROGRAM FOR THE ALAMEDA COUNTY PUBLIC HEALTH DEPARTMENT, COMMUNITY HEALTH SERVICES

Dear Board Members,

RECOMMENDATIONS:

- A. Approve Community Based Organization (CBO) contract (Master Contract No. 900755, New Procurement Contract No. 26323) with San Lorenzo Unified School District (SLZUSD) (Principal: Renee Lama; Location: San Lorenzo) to implement nutrition workshops and training, and increase capacity to promote nutrition and healthy eating habits to SLZUSD teachers and students for the retroactive period of 11/3/23-9/30/26 in the amount not to exceed \$225,000; and
- B. Delegate authority to the Agency Director, or designee to execute the contract through the community-based organization contract process subject to approval as to form by County Counsel and submit executed copies to the Clerk of the Board for filing.

DISCUSSION AND /SUMMARY:

On June 6, 2023 (file no. 31032, item no. 40), your board accepted the Supplemental Nutrition Assistance Program Education (SNAP-Ed) grant amendment (23-10300) from the California Department of Public Health (CDPH) to provide nutrition education and physical activity promotion and interventions for low-income residents in Alameda County in the amount of \$4,941,194 for the period 10/1/23-9/30/2026. The Alameda County Public Health Department (ACPHD) Nutrition Services program has supported efforts in reducing the continued growth of obesity rates, which remain high among children, adolescents, and adults.

Your Board is requested to approve the master contract amendment with San Lorenzo Unified School District (SLZUSD) to provide training for teachers to implement garden/nutrition lessons at up to 10 qualified K-5 or K-6 schools for up to 1000 students and to provide edible garden box installation or revitalization. Under this contract, training will be provided for up to 15 high school-aged Health and Wellness Student Interns to engage in leadership building to inform and educate their peers on nutrition and physical activities. The goal of the SLZUSD agreement is to extend our reach to serve low-income students and their families with an increase in access to garden and nutrition education, mentoring opportunities, and health promotion to enhance a healthier school community.

SELECTION CRITERIA: N/A

SLZUSD is the only contractor able to provide these services in the San Lorenzo schools. These services are furnished by the participating school districts through their nutrition services departments, which is the only channel available to implement these services to the school sites. Services for SLZUSD SNAP-ED eligible students can only be served by SLZUSD teachers and high school students. Requests to waive competitive bidding requirements for SLZUSD was submitted to the General Services Agency (GSA) under the approved exceptions for Section V Item B.- Educational Services, and was subsequently approved by GSA (Sole Source 9556) issued on 11/2/23 in the amount of \$225,000 valid through 9/30/26 exempt from Small, Local and Emerging Business (SLEB) due to its status as a public school.

Approval of the delegation of authority to the HCSA director or designee to execute these contract amendments will align with the start date of 11/1/23 of the CDPH's SNAP-Ed grant to implement and support program objectives.

FINANCING:

Funding for these contracts (\$225,000) comes from the Supplemental Nutrition Assistance Program Education grant of the California Department of Public Health. Funding will be split over three fiscal years, the amount of \$75,000 is included in the FY2023-24 Approved Budget. The remaining \$150,000 will be requested in the subsequent budget years of FY 2024-25, and FY2025-26. Approval of these contracts will have no impact on net County costs.

VISION GOAL 2026

Providing nutrition education, and physical activity promotion and interventions meet the 10X goal pathways of **Eliminate Poverty and Hunger**, in support of our shared vision of **Thriving and Resilient Population**

Sincerely,

DocuSigned by:



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Colleen Chawla, Director

Health Care Services Agency



COMMUNITY-BASED ORGANIZATION (CBO) MASTER CONTRACT EXHIBIT COVERSHEET

This Master Contract Amendment, effective as of 11/03/2023, is a part of the Community Based Organization Master Contract (No. 900755) made and entered into by and between the County of Alameda "County", and San Lorenzo Unified School District, hereinafter referred to as the "Contractor".

The Master Contract is hereby amended by adding the following described exhibits, all of which are attached and incorporated into the Master Contract by this reference, and hereinafter referred to as "Procurement Contract No. 26323" or the "Procurement Contract".

1. **Exhibit A – Program Description and Performance Requirements**
2. **Exhibit B – Terms of Payment**
3. **Exhibit C – Insurance Requirements**
4. **Exhibit D – Audit Requirements**
5. **Exhibit E – HIPAA Business Associate Agreement**
6. **Exhibit F – Debarment and Suspension Certification**

The Exhibits above replace and supersede any and all previous Exhibits for this Procurement Contract. Except as herein amended, the Master Contract is continued in full force and effect. The Term of this Procurement Contract shall be from 11/03/2023 through 09/30/2026. The compensation payable to Contractor hereunder shall not exceed \$ 225,000.00 for the term of this Procurement Contract.

Dept. Contact Rachel Paras Phone (510) 268-4217 Email rachel.paras@acgov.org

The signatures below signify that attached Exhibits have been received, negotiated and finalized. The Contractor also signifies agreement with all provisions of the Master Contract. IN WITNESS WHEREOF and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree hereto have executed this Procurement Contract, effective as of the date of execution by the County. By signing below, signatory warrants and represents that he/she executed this Procurement Contract in his/her authorized capacity and that by his/her signature on this Procurement Contract, he/she or the entity upon behalf of which he/she acted, executed this Procurement Contract.

COUNTY OF ALAMEDA

CONTRACTOR

By _____ Date _____
 Signature

By _____ Date _____
 Signature

Name Kimi Watkins-Tartt

Name Renee Lama

Title Director, Alameda County Public Health Department

Title Assistant Superintendent Educational Services

EXHIBIT A
PROGRAM DESCRIPTION AND PERFORMANCE REQUIREMENTS

Contracting Department	Alameda County Public Health Dept, Nutrition Services
Contracting Division	Community Health Services Division
Contractor Name	San Lorenzo Unified School District (SLZUSD)
Contract Period	11/03/2023 to 9/30/2026
Type of Services	Garden/Nutrition Education and Youth Leadership
Contract Number (PO #)	

I. Program Name:

San Lorenzo Unified School District’s Health and Wellness program

II. Contracted Services

Contractor shall provide each fiscal year:

- Up to 5 adult teacher Champions to support the Health and Wellness Youth program.
- Training for up to 15 high school-aged student Health and Wellness Student Interns to engage in leadership building to inform and educate their peers on nutrition and physical activities.
- Edible garden box installation or revitalization for up to 10 schools.
- Training for teachers to implement garden/nutrition lessons at up to 10 qualified K-5 or K-6 schools for up to 1000 students.
- Assess and implement the School Wellness Policy to establish a school environment that promotes student health.
- Implement safe routes activities to improve school pedestrian safety including Bike/Walk to School Day
- Conduct ReThink Your Drink and water promotion at qualified SLZUSD schools.

III. Program Information and Requirements:

A. Program Goals

Contractor shall provide services to accomplish the following goals:

Increase access to garden and nutrition education, create mentoring opportunities and identify multi-level health promotion opportunities to enhance a healthier school community.

B. Target Population

Contractor shall provide services to the following populations:

1. Service Groups:

Contractor shall provide services to SLZUSD students and their families in a minimum of 10 SLZUSD Schools.

2. Referral Process to Program: Not Applicable

3. Program Eligibility:

Contractor shall provide services only to schools pre-approved for Local Health Department-ACPHD in the CalFresh Healthy Living (CFHL) Work Plan Summary Site List with more than 50% of the student population enrolled in the Free and Reduced-Price Meals (FRM) program.

4. Limitations of Service: Not Applicable

C. Program Requirements

Contractor shall maintain program services at the following minimum levels:

Program Design: See attached Exhibit A: Attachment A-1 Results Based Accountability (RBA) Worksheet, which are hereby incorporated into, and made part of, this Attachment A and the related Master Contract. Contractor shall only provide services allowable within the CFHL Guidelines Manual posted in the CDPH-CFHL Branch Home Page, paying particular attention to Fiscal and Administrative guidelines, Allowable/Unallowable Costs guidelines, Time Study guidelines, Branding guidelines, and using CFHL Branch-approved educational materials and recipes.

1. Consumer/Client Flow: Not Applicable

2. Discharge Criteria and Process: Not Applicable

3. Hours of Operation: Monday – Friday and occasional Saturday

4. Service Delivery Sites:

Schools with more than 50% of the student population enrolled in the Free and Reduced Price Meals program.

D. Minimum Staffing Qualifications

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 approval 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.

IV. Contract Deliverables and Requirements

- A. Contractor shall provide Services in accordance with the Scope of Work. See attached Results Based Accountability (RBA) Worksheet
 - 1) In the event of any conflict (direct or indirect) among any of the above-referenced exhibits, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that the scope of work described in the RFP sections and the scope of work described in Contractor’s proposal shall both be performed to the greatest extent feasible.
 - 2) County and Contractor agree that the following Supplemental Provisions are incorporated into this Agreement, and that the Additional Provisions shall take precedence over inconsistent or conflicting provisions contained in the above-referenced exhibits.
 - 3) Contractor will assign key personnel to carry out the terms and conditions of this contract as expressed in attached Results Based Accountability (RBA)Worksheet.

V. Reporting and Evaluation Requirements

- A. Submit quarterly invoice, quarterly progress report and Results Based Accountability (RBA)Worksheet with supporting documentation as applicable each reporting period, each year.

Reporting Period	Report Due Date
Nov 3 – Dec 31, 2023	Jan 30, 2024
Jan 1 – Mar 30, 2024	April 30, 2024
April 1 – June 30, 2024	July 30, 2024
July 1- Sept 30, 2024	Oct 15, 2024
Oct 1 – Dec 31, 2024	Jan 30, 2025
Jan 1 – Mar 30, 2025	April 30, 2025
April 1 – June 30, 2025	July 30, 2025
July 1- Sept 30, 2025	Oct 15, 2025
Oct 1 – Dec 31, 2025	Jan 30, 2026
Jan 1 – Mar 30, 2026	April 30, 2026
April 1 – June 30, 2026	July 30, 2026
July 1- Sept 30, 2026	Oct 15, 2026

- B.** A Performance Measure annual evaluation site visit will be scheduled between the Program Contract Manager and the contracted organization's pertinent program staff to assess the Contractor's compliance and performance, as measured per the contracted Results Based Accountability (RBA) Worksheet. SLZUSD will keep attendance records and will provide quarterly program reports. The site visit will result in a Final Evaluation Report to the Contractor.

VI. Additional Requirements

- A.** Contractor shall have and maintain current license/Insurance: Proof of Workers' Compensation and Liability Insurance
- B.** Other Requirements:

- 1) N/A

VII. Entirety of Agreement

- A.** Contractor shall abide by all provisions of the Master Contract General Terms and Conditions, all Exhibits, and all Attachments that are associated with and included in this contract.
- B.** The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

**EXHIBIT B
TERMS AND CONDITIONS OF PAYMENT**

Contracting Department	Alameda County Public Health Department, Nutrition Services
Contractor Name	San Lorenzo Unified School District (SLZUSD)
Contract Period	11/03/2023 to 9/30/2026
Type of Services	Garden/Nutrition Education and Youth Leadership
Contract Number (PO #)	
Contract Amt./Max	\$225,000

I. BUDGET

- A. Contractor shall use all payments solely in support of the line-item budget for the total grant amount, as referenced in Exhibit B-1 Budget, in the format and method set forth by Alameda County mandates. The Exhibit B-1 Budget below attached to this Exhibit B is made part of, and incorporated into, this Exhibit B and the corresponding Master Contract.

II. TERMS AND CONDITIONS OF PAYMENT

A. Contract Amount

- Compensation under the terms and conditions of this Agreement shall not exceed the amount of \$225,000 for the duration of this Agreement, unless otherwise amended, broken down annually as follows:
 - a. November 3, 2023 - June 30, 2024 maximum is \$75,000.
 - b. October 1, 2024 – June 30, 2025 maximum is \$75,000.
 - c. October 1, 2025 – June 30, 2026 maximum is \$75,000.

B. Budget Revision Procedures

- Contractor must notify ACPHD Nutrition Services of a budget revision request in writing. Line-item transfers must keep the total contract amount within the limit of the original contract award.
- All revisions to approved budget must be authorized, in writing, by ACPHD Nutrition Services prior to Contractor making any changes. The request must identify the following:
 - ✓ original amounts for each budget line item
 - ✓ the variance for each line item affected
 - ✓ the revised amount for each line-item
 - ✓ all remaining line-item amounts
 - ✓ line amounts billed to date
 - ✓ the revised line item and budget balances.
- Any and all revisions must comply with Alameda County and Public Health Department policy definitions for "Allowable Costs". Failure to obtain prior written approval may result in the withholding or disallowance of reimbursement to Contractor.

C. Cost Settlement/Final Payment Provisions

- Contractor shall submit all claims for reimbursement under this Agreement within **thirty (30)** days following the expiration of this Agreement. All claims submitted after **thirty (30)** days following the expiration date of this Agreement will not be subject to reimbursement by the County. Any "obligations incurred" which are included in the claims for reimbursement and paid by the County, but which remain unpaid by the Contractor after **thirty (30)** days following the expiration date of the Agreement will be disallowed under audit by the County. Payment of the final invoice will be contingent upon receipt of all quarterly progress reports, final summary report and deliverables as defined in the comprehensive Scope of Work/Results Based Accountability Worksheet (RBA).

D. Conditions of Withholding Payment

- ACPHD Nutrition Services and/or Alameda County Auditor-Controller may withhold payment of all or a portion of Contractor's claim for reimbursement of expenses when the Contractor has not complied with provisions of the contract. Such matters of non-compliance may include, but are not restricted to, a material breach of the Contract by the Contractor, the delivery of agreed-upon services, required submission of data and requested reports, submission of reimbursement request supporting documents which verify expenditures incurred, maintenance of proper records, disallowance as a result of interim audit or financial compliance evaluations, or other conditions as required in this contract by Federal, State or County regulations.
- Contractor is subject to following terms for payment for performance of deliverables they are responsible for in the scope of work. In other words, if a deliverable that the Contractor is responsible for is not performed, only partially performed, or not performed at a level of quality/satisfaction to County, then that portion of their contract payment may be withheld.
- The Contractor understands and agrees that all deliverables as specified in its agreement must be fully and satisfactorily performed in order to receive the maximum amount payable. The Contractor agrees that if the County determines that any deliverable is not performed, only partially performed, or not performed at a level of quality/satisfaction to County, County may reduce the maximum amount payable under the agreement as follows:
- Where a deliverable is not performed: County shall calculate the pro rata share of the non-performed deliverable by utilizing the relative values specified in the Scope of Work/RBA for each deliverable and reduce the maximum amount payable by deducting the relative value of the deliverable from any sum due the Contractor to the degree that the sum due the Contractor meets or exceeds the reduction. If the reduction exceeds the sum due the Contractor, the Contractor shall pay such amount back to County upon its demand. The Contractor agrees that such deductions to sums due to the Contractor are offsets and no further amount shall be due to the Contractor.
- Where a deliverable is only partially performed: County shall ascertain what percentage of the deliverable was only partially performed, calculate the pro rata share of the

partially performed portion by utilizing the relative values specified in the Scope of Work/RBA for each deliverable and reduce the maximum amount payable by deducting the relative value of the partially performed deliverable from any sum due the Contractor to the degree that the sum due the Contractor meets or exceeds the reduction. If the reduction exceeds the sum due the Contractor, the Contractor shall pay such amount back to County upon demand. The Contractor agrees that such deductions to sums due to the Contractor are offsets and no further amount shall be due to the Contractor.

- Where a deliverable is not performed at a level of quality/satisfaction: County shall ascertain what percentage of the deliverable was not performed at a level of quality/satisfaction, calculate the pro rata share of that portion by utilizing the relative values specified in the Scope of Work/RBA for each deliverable and reduce the maximum amount payable by deducting the relative value of that portion from any sum due the Contractor to the degree that the sum due the Contractor meets or exceeds the reduction. If the reduction exceeds the sum due the Contractor, the Contractor shall pay such amount back to County upon demand. The Contractor agrees that such deductions to sums due to the Contractor are offsets and no further amount shall be due to the Contractor.

III. INVOICING PROCEDURES

The County will pay contractor upon submission of completed quarterly invoice detailing expenses incurred in accordance with the budget detail.

- A. Contractor shall submit a properly completed payment invoice on a quarterly basis for operational and program-related expenditures incurred by Contractor while providing and/or arranging for the provision of services pursuant to this Agreement.
- B. The Contractor agrees to invoice for prior services based on actual quarterly operating expenses, not to exceed fifty percent (50%) of the total contract award on any quarterly invoice without prior approval of the ACPHD Nutrition Services.
- C. Contractor or designee certifying the delivery of services shall sign invoices and verify the accuracy of the information provided in these documents. Each invoice shall include the Contractor name and address, as well as the name and contact information (telephone number, email address, etc.) of a designated person for follow-up purposes, the contract purchase order number, the month(s) of service, and all pertinent reimbursement details.
- D. If payment of claims is to be delayed, the following procedures will be followed:
 1. Contractor shall be notified by telephone within **seven (7)** working days of the receipt by County of Contractor's claim if there is a reason for delaying or withholding payment.
 2. The County shall provide written confirmation of reason(s) for delaying or withholding payment if the matter cannot be resolved within **ten (10)** working days of receipt of claim.

3. The County shall not be required to give written notice of the withholding action if an invoice must be held pending revisions, corrections or amendments. It is the Contractor's responsibility to correct invoice documents. In all cases, the Contractor shall be notified of the errors and corrective action needed. The withholding action shall be discussed with the Contractor at the time errors are brought to the Contractor's attention. The County may, with Contractor's consent, make minor adjustments on invoices to correct mathematical/typographical errors to expedite the claims process.

E. Invoices shall be submitted to:

Payment of quarterly invoices will be contingent upon receipt of a quarterly invoice, Results Accountability Worksheet (RBA) and progress report describing activities performed and/or services provided during the invoice period.

Reporting Period	Report Due Date	Required Documents
Nov 3 – Dec 31, 2023	Jan 30, 2024	invoice, RBA & progress report
Jan 1 – Mar 30, 2024	April 30, 2024	invoice, RBA & progress report
April 1 – June 30, 2024	July 30, 2024	invoice, RBA & progress report
July 1- Sept 30, 2024	Oct 15, 2024	invoice, RBA & Final progress report

Reporting Period	Report Due Date	Required Documents
Oct 1 – Dec 31, 2024	Jan 30, 2025	invoice, RBA & progress report
Jan 1 – Mar 30, 2025	April 30, 2025	invoice, RBA & progress report
April 1 – June 30, 2025	July 30, 2025	invoice, RBA & progress report
July 1- Sept 30, 2025	Oct 15, 2025	invoice, RBA & Final progress report

Reporting Period	Report Due Date	Required Documents
Oct 1 – Dec 31, 2025	Jan 30, 2026	invoice, RBA & progress report
Jan 1 – Mar 30, 2026	April 30, 2026	invoice, RBA & progress report
April 1 – June 30, 2026	July 30, 2026	invoice, RBA & progress report
July 1- Sept 30, 2026	Oct 15, 2026	invoice, RBA & Final progress report

Invoices shall be submitted to:

Rachel Paras, Interim Program Director, Nutrition Services
 Alameda County Health Public Health Department, Care Services Agency
 3600 Telegraph Avenue
 Oakland, CA 94609
 Rachel.Paras@acgov.org

IV. REPORTING REQUIREMENTS

Contractor shall collect accurate data in a timely manner.

Contractor shall maintain and submit required data on a quarterly basis in a format and method as set forth by the Public Health Department. Quarterly reports will include an update on all activities performed during the quarter, a description of barriers and strategies that will be implemented to address those barriers as well as the attachment of all deliverables agreed to for submission.

- A. Contractor shall collect accurate data in a timely manner as required by this contract and as agreed in Exhibit A.
- B. Contractor shall maintain and submit required data on a quarterly basis as set forth by ACPHD Nutrition Services.

V. ADDITIONAL TERMS AND CONDITIONS OF PAYMENT

A. FINANCIAL CONTROL REQUIREMENTS

- Contractor shall establish a separate account or cost center for all financial transactions involving the executed Contract funding award.
- Contractor shall maintain a project ledger to adequately identify all expenditures related to the terms of this Contract.

B. AUDIT REQUIREMENTS

- Contractor will participate in a fiscal and programmatic audits and/or reviews whenever ACPHD Nutrition Services is required to do so by the contract funding organization. The audit and/or review may include some or all of the following activities, as determined by ACPHD Nutrition Services and the contract funding organization:
 1. Pre-Audit Subcontractor Review Questionnaire
 2. Financial review of invoices and all related financial support documentation utilized in the development of the specific reimbursement request
 3. Onsite examination of Contractor financial recordkeeping systems and procedures relative to the development of the reimbursement request and receipt of payments.
 4. Program Audit which can consist of scheduled site visits, review of assessment tools, client charts and/or attendance at program specific events
- Upon completion of an audit ACPHD Nutrition Services will provide Contractor a findings report with applicable corrective measures, as necessary. Timelines for executing applicable corrective measures to be negotiated between Contractor and ACPHD Nutrition Services.

C. SUB-CONTRACTOR REQUIREMENTS

- If a portion of the services under this Agreement are to be performed by a third-party, Contractor must submit a Memorandum of Understanding (MOU) to ACPHD Nutrition Services for approval prior to the execution of the contract and the provision of services by the sub-contractor. Failure to initiate request and receive written prior approval of sub-contractor may result in the disallowance of payments to the third-party.
- Contractor shall ensure that all sub-contracts, scopes of services, line item budgets and budget narratives are submitted in the format as set forth by County or funding mandates. The decision to approve or disapprove any sub-contracts will be based on the information contained in the contract documents. Therefore the contracts must, as applicable, describe the activities or functions involved, a time schedule, a justification for the performance by a third-party, rate of compensation, a breakdown of and justification for the estimated costs, including the manner in which indirect costs, if any, will be reimbursed, the grant policies and requirements that are applicable to sub-contractor, other policies and procedures to be followed, the maximum amount of money for which Contractor may become liable under the agreement, and the cost principles to be used in determining allowable costs in the case of cost-type contracts.
- Contractor shall reimburse subcontractor only for those services actually provided or for those activities actually performed, as specified in Exhibit A. There shall be no advance payments to subcontractors.

D. LOCAL AND NATIONAL EVALUATION PARTICIPATION

Contractor shall participate in any activities required for ACPHD Nutrition Services evaluation component. This includes, but is not limited to, collection and reporting of data, attendance at meetings and participation in site visits. Contractor will be notified in writing prior to the activity(ies) and scheduling and participation will be negotiated between the Contractor and ACPHD Nutrition Services.

E. OTHER PROVISIONS

The continuation, suspension or termination of this Contract and payments hereunder shall be subject to the availability of funds to the Alameda County Department of Public Health and DHA agrees to notify the Contractor in writing of any modifications, payment delays, or terminations that result from funding availability.

Exhibit B-1
San Lorenzo Unified School District Budget
Contract Term 11/3/23 – 9/30/26

Budget Line Item:	Description	Year 1	Year 2	Year 3
		11/3/23- 9/30/2024	10/1/24- 9/30/2025	10/1/25- 9/30/2026
SLZUSD Personnel	SLZUSD Personnel			
TBD	SLZUSD Teacher- Wellness & Garden Ed	\$2,000.00	\$2,000.00	\$2,000.00
TBD	SLZUSD Teacher- Wellness & Garden Ed	\$2,000.00	\$2,000.00	\$2,000.00
TBD	SLZUSD Teacher- Wellness & Garden Ed	\$2,000.00	\$2,000.00	\$2,000.00
TBD	SLZUSD Teacher- Wellness & Garden Ed	\$2,000.00	\$2,000.00	\$2,000.00
TBD	SLZUSD Teacher- Wellness & Garden Ed	\$2,000.00	\$2,000.00	\$2,000.00
Total Salary		\$10,000.00	\$10,000.00	\$10,000.00
Benefits	Benefits 30%	\$3,000.00	\$3,000.00	\$3,000.00
Total Salary & Benefits	Total Salaries and Benefits	\$13,000.00	\$13,000.00	\$13,000.00
Materials	Materials			
Food Prep Materials	Fruit, vegetable & serving supplies for cooking classes and tastings. \$4.00 max per taste test	\$5,882.00	\$5,882.00	\$5,882.00
Garden Bed Materials	Tools and supplies used for garden based nutrition education \$10.0 max each item	\$2,000.00	\$2,000.00	\$2,000.00
Physical Education Materials	Equipment physical activity equipment (jump ropes, balls etc) \$10.0 max each item	\$4,000.00	\$4,000.00	\$4,000.00
Total Equipment	Total Materials	\$11,882.00	\$11,882.00	\$11,882.00
Sub Contracts	Sub Contracts			
Peer Educators	Youth Health and Wellness Student Champions	\$24,500.00	\$24,500.00	\$24,500.00
School Gardens	Garden installation/revitalization/education	\$24,500.00	\$24,500.00	\$24,500.00
Total Subcontracts	Total sub contracts	\$49,000.00	\$49,000.00	\$49,000.00
Indirect Cost	Indirect 8.6%	\$ 1,118.00	\$ 1,118.00	\$ 1,118.00
Total		\$75,000.00	\$75,000.00	\$75,000.00

EXHIBIT D

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 § 200.506(c).

B. Funds from All Sources:

Non-Federal entities which 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 notice 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 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 E

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit, the HIPAA Business Associate Agreement (“Exhibit”) supplements and is made a part of the underlying agreement (“Agreement”) by and between the County of Alameda, (“County” or “Covered Entity”) and Oakland Unified School District, (“Contractor” or “Business Associate”) to which this Exhibit is attached. This Exhibit is effective as of the effective date of the Agreement.

I. RECITALS

Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”);

Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH Act”), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”), and other applicable laws; and

The Privacy Rule and the Security Rule in the HIPAA Regulations require Covered Entity to enter into a contract, containing specific requirements, with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and as contained in this Agreement.

II. STANDARD DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in the HIPAA Regulations. In the event of an inconsistency between the provisions of this Exhibit and the mandatory provisions of the HIPAA Regulations, as amended, the HIPAA Regulations shall control. Where provisions of this Exhibit are different than those mandated in the HIPAA Regulations, but are nonetheless permitted by the HIPAA Regulations, the provisions of this Exhibit shall control. All regulatory references in this Exhibit are to HIPAA Regulations unless otherwise specified.

The following terms used in this Exhibit shall have the same meaning as those terms in the HIPAA Regulations: Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Health Care Operations, Health Plan, Individual, Limited Data Set, Marketing, Minimum Necessary, Minimum Necessary Rule, Protected Health Information, and Security Incident.

The following term used in this Exhibit shall have the same meaning as that term in the HITECH Act: Unsecured PHI.

III. SPECIFIC DEFINITIONS

Agreement. “Agreement” shall mean the underlying agreement between County and Contractor, to which this Exhibit, the HIPAA Business Associate Agreement, is attached.

Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. section 160.103, the HIPAA Regulations, and the HITECH Act, and in reference to a party to this Exhibit shall mean the Contractor identified above. “Business Associate” shall also mean any subcontractor that creates, receives, maintains, or transmits PHI in performing a function, activity, or service delegated by Contractor.

Contractual Breach. “Contractual Breach” shall mean a violation of the contractual obligations set forth in this Exhibit.

Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. section 160.103, and in reference to the party to this Exhibit, shall mean any part of County subject to the HIPAA Regulations.

Electronic Protected Health Information. “Electronic Protected Health Information” or “Electronic PHI” means Protected Health Information that is maintained in or transmitted by electronic media.

Exhibit. “Exhibit” shall mean this HIPAA Business Associate Agreement.

HIPAA. “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

HIPAA Breach. “HIPAA Breach” shall mean a breach of Protected Health Information as defined in 45 C.F.R. 164.402, and includes the unauthorized acquisition, access, use, or Disclosure of Protected Health Information which compromises the security or privacy of such information.

HIPAA Regulations. “HIPAA Regulations” shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including those set forth at 45 C.F.R. Parts 160 and 164, Subparts A, C, and E.

HITECH Act. “HITECH Act” shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH Act”).

Privacy Rule and Privacy Regulations. “Privacy Rule” and “Privacy Regulations” shall mean the standards for privacy of individually identifiable health information set forth in the HIPAA Regulations at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

Secretary. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“DHHS”) or his or her designee.

Security Rule and Security Regulations. “Security Rule” and “Security Regulations” shall mean the standards for security of Electronic PHI set forth in the HIPAA Regulations at 45 C.F.R. Parts 160 and 164, Subparts A and C.

IV. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE

Business Associate may only use or disclose PHI:

- A. As necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or Disclosure would not violate the Privacy Rule if done by Covered Entity;

- B. As required by law; and
- C. For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. PROTECTION OF PHI BY BUSINESS ASSOCIATE

- A. *Scope of Exhibit.* Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording and electronic display, by Covered Entity or its operating units to Business Associate, or is created or received by Business Associate on Covered Entity's behalf, shall be subject to this Exhibit.
- B. *PHI Disclosure Limits.* Business Associate agrees to not use or further disclose PHI other than as permitted or required by the HIPAA Regulations, this Exhibit, or as required by law. Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Regulations if done by Covered Entity.
- C. *Minimum Necessary Rule.* When the HIPAA Privacy Rule requires application of the Minimum Necessary Rule, Business Associate agrees to use, disclose, or request only the Limited Data Set, or if that is inadequate, the minimum PHI necessary to accomplish the intended purpose of that use, Disclosure, or request. Business Associate agrees to make uses, Disclosures, and requests for PHI consistent with any of Covered Entity's existing Minimum Necessary policies and procedures.
- D. *HIPAA Security Rule.* Business Associate agrees to use appropriate administrative, physical and technical safeguards, and comply with the Security Rule and HIPAA Security Regulations with respect to Electronic PHI, to prevent the use or Disclosure of the PHI other than as provided for by this Exhibit.
- E. *Mitigation.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or Disclosure of PHI by Business Associate in violation of the requirements of this Exhibit. Mitigation includes, but is not limited to, the taking of reasonable steps to ensure that the actions or omissions of employees or agents of Business Associate do not cause Business Associate to commit a Contractual Breach.
- F. *Notification of Breach.* During the term of the Agreement, Business Associate shall notify Covered Entity in writing within twenty-four (24) hours of any suspected or actual breach of security, intrusion, HIPAA Breach, and/or any actual or suspected use or Disclosure of data in violation of any applicable federal or state laws or regulations. This duty includes the reporting of any Security Incident, of which it becomes aware, affecting the Electronic PHI. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized use or Disclosure required by applicable federal and/or state laws and regulations. Business Associate shall investigate such breach of security, intrusion, and/or HIPAA Breach, and provide a written report of the investigation to Covered Entity's HIPAA Privacy Officer or other designee that is in compliance with 45 C.F.R. section 164.410 and that

includes the identification of each individual whose PHI has been breached. The report shall be delivered within fifteen (15) working days of the discovery of the breach or unauthorized use or Disclosure. Business Associate shall be responsible for any obligations under the HIPAA Regulations to notify individuals of such breach, unless Covered Entity agrees otherwise.

- G. *Agents and Subcontractors.* Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions, conditions, and requirements that apply through this Exhibit to Business Associate with respect to such information. Business Associate shall obtain written contracts agreeing to such terms from all agents and subcontractors. Any subcontractor who contracts for another company's services with regards to the PHI shall likewise obtain written contracts agreeing to such terms. Neither Business Associate nor any of its subcontractors may subcontract with respect to this Exhibit without the advanced written consent of Covered Entity.
- H. *Review of Records.* Business Associate agrees to make internal practices, books, and records relating to the use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Business Associate agrees to make copies of its HIPAA training records and HIPAA business associate agreements with agents and subcontractors available to Covered Entity at the request of Covered Entity.
- I. *Performing Covered Entity's HIPAA Obligations.* To the extent Business Associate is required to carry out one or more of Covered Entity's obligations under the HIPAA Regulations, Business Associate must comply with the requirements of the HIPAA Regulations that apply to Covered Entity in the performance of such obligations.
- J. *Restricted Use of PHI for Marketing Purposes.* Business Associate shall not use or disclose PHI for fundraising or Marketing purposes unless Business Associate obtains an Individual's authorization. Business Associate agrees to comply with all rules governing Marketing communications as set forth in HIPAA Regulations and the HITECH Act, including, but not limited to, 45 C.F.R. section 164.508 and 42 U.S.C. section 17936.
- K. *Restricted Sale of PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Agreement.
- L. *De-Identification of PHI.* Unless otherwise agreed to in writing by both parties, Business Associate and its agents shall not have the right to de-identify the PHI. Any such de-identification shall be in compliance with 45 C.F.R. sections 164.502(d) and 164.514(a) and (b).
- M. *Material Contractual Breach.* Business Associate understands and agrees that, in accordance with the HITECH Act and the HIPAA Regulations, it will be held to the same standards as Covered Entity to rectify a pattern of activity or practice that constitutes a material Contractual Breach or violation of the HIPAA Regulations. Business Associate further understands and agrees that: (i) it will also be subject to the same penalties as a Covered Entity for any violation of the HIPAA Regulations, and (ii) it will be subject to periodic audits by the Secretary.

VI. INDIVIDUAL CONTROL OVER PHI

- A. *Individual Access to PHI.* Business Associate agrees to make available PHI in a Designated Record Set to an Individual or Individual's designee, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.524. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- B. *Accounting of Disclosures.* Business Associate agrees to maintain and make available the information required to provide an accounting of Disclosures to an Individual as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.528. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.
- C. *Amendment to PHI.* Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. section 164.526. Business Associate shall do so solely by way of coordination with Covered Entity, and in the time and manner designated by Covered Entity.

VII. TERMINATION

- A. *Termination for Cause.* A Contractual Breach by Business Associate of any provision of this Exhibit, as determined by Covered Entity in its sole discretion, shall constitute a material Contractual Breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. Contracts between Business Associates and subcontractors are subject to the same requirement for Termination for Cause.
- B. *Termination due to Criminal Proceedings or Statutory Violations.* Covered Entity may terminate the Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which Business Associate has been joined.
- C. *Return or Destruction of PHI.* In the event of termination for any reason, or upon the expiration of the Agreement, Business Associate shall return or, if agreed upon by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

If Business Associate determines that returning or destroying the PHI is infeasible under this section, Business Associate shall notify Covered Entity of the conditions making return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Exhibit to such PHI and limit further uses and Disclosures to those purposes that make the return or destruction of the information infeasible.

VIII. MISCELLANEOUS

- A. *Disclaimer.* Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA, the HIPAA Regulations, or the HITECH Act will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate is or will be secure from unauthorized use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. *Regulatory References.* A reference in this Exhibit to a section in HIPAA, the HIPAA Regulations, or the HITECH Act means the section as in effect or as amended, and for which compliance is required.
- C. *Amendments.* The parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations, and the HITECH Act.
- D. *Survival.* The respective rights and obligations of Business Associate with respect to PHI in the event of termination, cancellation or expiration of this Exhibit shall survive said termination, cancellation or expiration, and shall continue to bind Business Associate, its agents, employees, contractors and successors.
- E. *No Third Party Beneficiaries.* Except as expressly provided herein or expressly stated in the HIPAA Regulations, the parties to this Exhibit do not intend to create any rights in any third parties.
- F. *Governing Law.* The provisions of this Exhibit are intended to establish the minimum requirements regarding Business Associate's use and Disclosure of PHI under HIPAA, the HIPAA Regulations and the HITECH Act. The use and Disclosure of individually identified health information is also covered by applicable California law, including but not limited to the Confidentiality of Medical Information Act (California Civil Code section 56 *et seq.*). To the extent that California law is more stringent with respect to the protection of such information, applicable California law shall govern Business Associate's use and Disclosure of confidential information related to the performance of this Exhibit.
- G. *Interpretation.* Any ambiguity in this Exhibit shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the HIPAA Regulations, the HITECH Act, and in favor of the protection of PHI.

This EXHIBIT, the HIPAA Business Associate Agreement is hereby executed and agreed to by

CONTRACTOR:

Name: San Lorenzo Unified School District

By (Signature): _____

Print Name: Renee Lama

Title: Assistant Superintendent of Educational Services

**EXHIBIT F
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 contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- **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.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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

CONTRACTOR: San Lorenzo Unified School District

PRINCIPAL: Renee Lama TITLE: Assistant Superintendent of Educational Services

SIGNATURE: _____ DATE: _____