

**\*\* IMPORTANT NOTICE \*\***

Please read carefully, **INCOMPLETE BIDS WILL BE REJECTED.** Alameda County will not accept submissions or documentation after the bid response due date and time.

**COUNTY OF ALAMEDA  
REQUEST FOR PROPOSAL**

**For**

**CalFresh Healthy Living Youth Engagement Programming  
and Policy, Systems and Environmental (PSE) Change**

**RESPONSE DUE**

By

**4:00 p.m.**

On

**FRIDAY, JUNE 28, 2019**

Via Email to:

Alameda County Nutrition Services (ACNS)

ATTN: Jenny Wang, Director

SUBJECT: Youth Engagement RFP

[Jenny.Wang@acgov.org](mailto:Jenny.Wang@acgov.org)

**COUNTY OF ALAMEDA**  
**REQUEST FOR PROPOSAL**  
**For**  
**CalFresh Healthy Living Youth Engagement Programming  
and Policy, Systems and Environmental (PSE) Change**

**1. STATEMENT OF WORK**

**A. INTENT**

The intent of this Request for Proposal (RFP) is to seek the most qualified and responsible bidder whose proposal conforms to the RFP and meets Alameda County requirements.

These specifications, terms, and conditions describe Alameda County Public Health Department, Nutrition Services Program's requirements to implement nutrition education, physical activity and obesity prevention projects through youth engagement.

**The County intends to award up to a total of \$75,000 annually, each year for 3 consecutive years (maximum \$225,000 over three years, contingent upon funding) to implement youth engagement strategies impacting policy, systems and environmental change to address nutrition education and physical activity.**

Through youth engaged strategies, awardee will provide nutrition education and physical activity through both direct and indirect education in coordination with stakeholders and implement activities that move toward the creation of policy, systems, and environmental change that is both impactful and sustainable with demonstrated milestones annually. This work is to take place in the Ashland Cherryland unincorporated area of Alameda County.

The project will start upon a signed and executed contract beginning October 1, 2019 and will conclude September 30, 2022. Funding will be contingent upon authorization, guidance, and approval from the California Department of Public Health (CDPH) and the United States Department of Agriculture (USDA).

It is Alameda County's intent to increase participation of certified small, local, and emerging businesses (SLEB). In order to participate herein, a business must satisfy the locality requirements and be certified by Alameda County as a small, local, or emerging business. Local governments and community-based organizations with a 501(c)(3) status serving Alameda County residents directly are exempt from the SLEB requirement.

**B. SCOPE**

The Alameda County Nutrition Services (ACNS) program is seeking applications from interested and qualified organizations to provide nutrition education, physical activity and obesity prevention interventions among underserved, under-resourced and low-income residents in accordance with the current USDA's Supplemental Nutrition Assistance Program Education (SNAP-Ed) Guidance: <https://snaped.fns.usda.gov/snap/Guidance/FY2019SNAPEdPlanGuidanceFULL.pdf>. This project is funded by the USDA.

The California Department of Social Services (CDSS), California's SNAP-Ed oversight agency, operates a program through which integrated programs and innovative partnerships maximize resources to Californians across the lifespan. These programs are consistent with the 2015 Dietary Guidelines for Americans. To deliver expert, evidence-based interventions, CDSS leads and coordinates four State Implementing Agencies (SIA):

- California Department of Public Health (CDPH)
- University of California CalFresh Nutrition Education (UC CalFresh)
- Catholic Charities of California, Inc. (CCC)
- California Department of Aging (CDA)

These organizations work together to make information and options for healthy eating and physical activity available to low-income Californians through a network of local health departments (LHDs), educators, volunteers, nonprofit organizations, area agencies on aging, and other local implementers. SNAP-Ed facilitates behaviorally focused, evidence-based nutrition, and physical activity education interventions such as classroom lessons, social marketing campaigns, instructional gardens, taste testing activities, walk to school events, and wellness policies.

CDSS oversees and collaborates with its SIAs to deliver nutrition education interventions to SNAP-Ed-eligible Californians, those with incomes at or below 185% of the Federal Poverty Level (FPL). Through contractual agreements, each SIA provides nutrition education services to its priority population locally, through local implementing agencies (LIAs), and ensures the quality of SNAP-Ed programs and services, aligned with evidence-based and practice-based approaches as defined in guidance from the federal funding agency, USDA.

The USDA's SNAP, known in California as CalFresh (formerly the Food Stamp Program), assists low-income households and can help buy nutritious foods. All activities conducted as part of this funding opportunity must be allowable under the current USDA SNAP-Ed Guidance. All programs and activities through this funding source must prioritize SNAP

participants or SNAP eligible populations (those with similar low incomes at or below 185% of the Federal Poverty Level in approved census tract locations and other means tested sites.)

Alameda County Public Health Department serves as the LHD for this program. ACNS is the LIA.

**C. BACKGROUND**

The devastating health effects of obesity and resulting chronic diseases are well documented. In Alameda County, almost 1 in 5 adults are obese, with trends showing an increase. A host of chronic diseases are associated with overweight and obesity, including: high blood pressure, high cholesterol, type 2 diabetes, coronary heart disease, stroke, osteoarthritis, sleep apnea, respiratory problems, and certain types of cancer. Obesity and diabetes related hospitalizations are also trending higher, which has a negative economic impact, as well as social and emotional impact on our community.

CDPH represents a statewide movement of local, state, and national partners collectively working toward improving the health status of low-income Californians through increased fruit and vegetable consumption and physical activity. Multiple venues are partnered to facilitate behavior change in homes, schools, worksites, and low-income communities to create environments that support fruit and vegetable consumption and physical activity.

**D. BIDDER MINIMUM QUALIFICATIONS**

Bidder must complete and submit the complete proposal package by Friday, June 28, 2019 and must:

1. Propose projects that take place within the geographical boundaries of the unincorporated Ashland Cherryland community.
2. Have adequate fiscal and administrative support.
3. Provide adequate work space for staff and USDA approved nutrition education materials.
4. Ensure appropriate staffing that reflects the linguistic and cultural communities of the priority population and can provide proposed services. Positions must be USDA approved and allowable by the funding source and could include: Project Coordinator, Community (Health) Outreach Worker/Health Educator (HE), Nutrition Assistant.

Bidder must have at least 3 years demonstrated, successful youth engagement experience in Ashland Cherryland that has impacted a policy, systems, or environmental change and have proven the ability to do the following:

- a. conduct health education programs using a public health and racial equity lens
- b. provide services to low-income, under-served and under-resourced populations
- c. keep accurate records and maintain data files with personal information of participants
- d. work in partnership with local government agencies
- e. operate with age and culturally responsive competencies
- f. advance positive individual, organization and community change.

**E. SPECIFIC REQUIREMENTS**

Bidders should use an evidence-based, community informed approach for nutrition education, physical activity and obesity prevention, defined as the integration of the best research evidence with the best available practice-based evidence and responsive to community need. The best research evidence refers to relevant rigorous nutrition and public health nutrition research including systematically reviewed scientific evidence. Practice-based evidence refers to case studies, pilot studies, and evidence from the field on nutrition education interventions that demonstrate obesity prevention potential. Evidence may be related to obesity prevention areas, intervention strategies, and/or specific interventions.

The selected bidder will be expected to implement specific required activities in addition to contract services provided for the designated priority population.

Priority Population – All proposed program services and activities shall serve SNAP participants and SNAP eligible population.

Qualifying sites – All proposed program services and activities shall be provided at qualifying sites. The methods used to qualify sites at which services will be provided include:

1. Sites located in a census tract where at least 50% of the population is at or below 185% of the federal poverty level.
2. Sites considered as “means tested programs” that are eligible for conducting SNAP-Ed services include the following offices: CalFresh, MediCal, Public Housing, Shelters/Temporary Housing, Soup Kitchens, Supplemental Security Income, TANF (CalWORKS) Job Readiness, and Women, Infant, Children (WIC).

3. School sites where at least 50% of the students receive free or reduced-price meals.

Additional Specific Requirements include:

A. Operating a program with the appropriate staffing and budget allocation as follows:

1. Housing program staff and maintaining program operations with an annual program budget of \$75,000. This is a firm amount and will not be adjusted or augmented by SNAP-Ed dollars that may support work outside of this youth engagement scope of work.
2. Designating a Project Coordinator/Health Educator
3. Compensating an Adult Ally at each site
4. Operating with allowable budget items as specified on the SNAP-Ed approved budget template.

B. Overseeing program administration, including:

1. Completing programmatic and fiscal documentation including completing data entry within the specified timeframe
2. Attending mandatory nutrition and physical activity training(s), meetings, conferences, and/or webinars including the annual Civil Rights Training.
3. Complying with State Guidelines Manual  
[https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/NEOPB/CDPH%20Document%20Library/AGM %20Final\\_rev12\\_6\\_18.pdf](https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/NEOPB/CDPH%20Document%20Library/AGM%20Final_rev12_6_18.pdf).
4. Using USDA approved materials for classes and activities that support the USDA Dietary Guidelines:  
<https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/NEOPB/Pages/SNAPEdResources.aspx>
5. Participating in monthly collaborative meetings of the local County Nutrition Action Partnership (CNAP). The goal of CNAP is to support, foster, and sustain effective partnerships and collaborative interventions to provide healthy eating and increased physical activity in Alameda County. CNAP members will develop and implement an action plan to increase consistent nutrition messaging and healthy food access strategies across federally funded nutrition programs in the County
6. Collaborating and coordinating with other grantees, local organizations, and ACNS staff as appropriate; to avoid duplication
7. Scheduling and participating in ACNS quarterly contract monitoring and site visits.

C. Engaging to achieve Policy, Systems and Environmental Change:

The primary purpose is to engage youth and young adults ages 14-24 in leadership, critical thinking, problem solving and community-based research to address an identified issue related to nutrition (such as consumption of and access to healthy foods/beverages) and/or physical activity opportunities in their environment, and implement solutions applying public health approaches that impact PSE changes. Young people can play a positive role in impacting the health of their peers and their community-at-large by providing messages that promote good health and engaging other youth in activities that focus on identifying, addressing, and finding solutions for health-related issues in their community.

Additional resources on Youth Engagement can be found on the CDPH website at <https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/NEOPB/Pages/YouthEngagement.aspx>.

The successful bidder will engage approximately 30 unduplicated youth annually as *Youth Leaders* to make an impact and achieve PSE change.

*Project Scope:* In the project period October 1, 2019 through September 30, 2022 the successful bidder will be required to meet the following:

1. Identify a qualified, culturally responsive Project Coordinator (PC) or Health Educator (HE) who will manage the contract. This person should possess knowledge of cultural worldviews, cultural differences, attitudes, and practices, and understands youth-based culture and organization operations as well as systems change. This person should understand a public health and racial equity framework through work and/or lived experience.
2. Identify one (1) Adult Ally to recruit and work with *Youth Leaders* who will participate in the project each year. Project Coordinator or Health Educator can serve as the *Adult Ally*.
3. Work with a minimum of three (3) teams of SNAP-Ed eligible youth and young adults age 14-24 with approximately ten (10) Youth Leaders on each team, to engage in leadership, critical thinking, problem solving and community-based research Each youth team will choose a unique site and issue related to nutrition such as accessing and eating healthy foods/beverages and/or physical activity for their research and PSE goal.

4. Require *Adult Ally* and *Youth Leaders* to participate in:
  - a. Direct Education: PC/HE or *Adult Ally* will provide evidence-based, direct education, approved lessons combined with taste tests and youth engagement in cooking demonstrations, where applicable. Lessons must include at least 1 Sugar Sweetened Beverage (SSB) lesson, 1 Nutrition Education lesson and 1 Physical Activity lesson (e.g. Rethink Your Drink, MyPlate, and Choose My Plate – Physical Activity)
  - b. Indirect Education:
    - i. Promote, support and reinforce messages consistent with direct education and other activities within nutrition standards, communicate and document through various channels acknowledging work through CalFresh Healthy Living (e.g. newsletters, site-base events, flyers, posters, websites, etc.).
    - ii. Participate in ongoing local activities that support the statewide social marketing and messaging campaigns determined by the state on an annual basis.
  
5. With the support of the *Adult Ally*, *Youth Leaders* will engage in:
  - a. Assessment: conduct pre and post assessment, readiness, environment and youth-need of after school settings in relation to nutrition standards and physical activity (PA).
    - i. identify and research issues pertaining to access and barriers to healthy foods/beverages and opportunity for physical activity in their community. This research must include an assessment of their site school or before/after school environment in relation to nutrition education, physical activity and PSE.
    - ii. select a tool to be used to research issues identified for the project: survey, photo or video voice, key informant interviews.
    - iii. gather and analyze data and use it to develop recommendations for solutions to identified issue. A tracking system must be developed and implemented to follow any policy or systems changes made in the community resulting from the efforts of the *Youth Leaders*.
  
  - b. Community Engagement:
    - i. identify local influencers, such as parents, teachers, youth, SNAP-Ed population, and other key people to present assessment results and/or education on the benefit and impact of findings to leverage relationships and generate support, maintenance and sustainability of efforts.

- ii. develop and implement a strategy for disseminating and presenting findings and recommendations resulting from the research to key decision makers. Present assessment results and/or educate on benefits and impact to leverage relationships and generate support for work leading to improvement, expanded engagement and support amongst leadership. This can be done through engaging decision makers at the school site, organizational and/or community level consistently throughout planning, implementation and maintenance in a community friendly and youth appealing way.
- c. Coordination and Collaboration/ Partnership & Coalitions increase awareness of issues identified by the youth research to garner additional ideas and support for recommendations based on the findings. This may be done at the school site or in the community to support planning, implementation and maintenance, share program updates, identify areas for cross program supports towards healthy livable communities (e.g. school site council meetings, community meetings, association meetings, community collaborative meetings, school board committees, and/or tabling at community/school events).
- d. Training and Technical Assistance (TTA): PC/HE shall provide training and technical assistance to after/school site staff/Adult Allies to support nutrition and/or physical activity standards, if applicable, as well as to support sustainability.

**F. DELIVERABLES AND REPORTING REQUIREMENTS:**

Selected bidder must:

1. Submit quarterly scope of work activity progress updates including the Results Based Accountability (RBA) template with supporting documentation including:
  - a. Agendas
  - b. Sign-in sheets
  - c. Lesson plans and nutrition education materials
  - d. Allowable recipes, if applicable
2. Submit quarterly fiscal supporting documentation including:
  - a. Staff time logs
  - b. Staff payroll summary reports
  - c. Staff travel logs or claims
  - d. Legible receipts for all other allowable expenses
3. Complete Performance Evaluation and Activity Reporting System (PEARS) data entry in a quarterly, timely basis, and success story detail (upon request)
4. Submit list of required trainings completed, as applicable. Currently, Civil Rights training is required on an annual basis for anyone who is funded by all SNAP-Ed.

**2. CALENDAR OF EVENTS**

Event	Date	Location
Request Issued	Thursday, June 6, 2019	
All Questions Due	<b>BY</b> 4:00 noon on Thursday, June 13, 2019 via email only to <a href="mailto:Jenny.Wang@acgov.org">Jenny.Wang@acgov.org</a>	
Addendum Issued	Friday, June 14, 2019	
<b>Proposals/Bids Due</b>	<b>BY</b> 4:00 PM on Friday, June 28, 2019 via email only to <a href="mailto:Jenny.Wang@acgov.org">Jenny.Wang@acgov.org</a>	
Notification of Award	by July 25, 2019	
Board Letter Issued	August 2019	
Board Award Date	September 2019	
Contract Start Date	October 1, 2019	

Note: Notification, Award and Start dates are approximate.

**G. EVALUATION CRITERIA**

The basic information for each section is specified below and should be considered as minimum requirements. Much of the material needed to present a comprehensive proposal can be placed into one of the sections listed. However, other criteria may be added to further support the evaluation process whenever such additional criteria are deemed appropriate in considering the nature of the services being solicited.

Each of the Evaluation Criteria below will be used in ranking and determining the quality of bidders' proposals. Proposals will be evaluated according to each Evaluation Criteria and score.

The zero to five-point scale range is defined as follows:

0	Not Acceptable	Non-responsive, fails to meet RFP specification. The approach has no probability of success. If a mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average / Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent / Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The Evaluation Criteria and their respective weights are as follows:

<b>EVALUATION CRITERIA</b>			
		<b>Score</b>	<b>Weight</b>
<b>A.</b>	<b>Completeness of Response:</b> Responses to this RFP must be complete starting with a complete cover letter. Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration.	Pass/Fail	
<b>B.</b>	<b>Debarment and Suspension:</b> Bidders, its principal and named subcontractors are not identified on the list of Federally debarred, suspended or other excluded parties located at <a href="http://www.sam.gov">www.sam.gov</a> .	Pass/Fail	
<b>C.</b>	<b>Letters of Support</b>	Pass/Fail	
<b>D.</b>	<b>Understanding of Proposal and Methodology</b>	<b>0-5 point scale</b>	<b>Total 100 points</b>
	<b>Understanding of the Proposal</b> Proposals will be evaluated against the RFP specifications and the questions below: <ol style="list-style-type: none"> <li>1. Has bidder demonstrated a thorough understanding of the purpose and scope of the project?</li> <li>2. How well has the bidder identified pertinent issues and potential problems related to the project?</li> <li>3. Has the bidder demonstrated understanding of the deliverables the County expects it to provide?</li> <li>4. Has the bidder demonstrated that it understands the County's time schedule and can meet it?</li> </ol>	0-5	10 points
	<b>Methodology:</b> Proposals will be evaluated against the RFP specifications and the questions below: <ol style="list-style-type: none"> <li>1. Does the methodology depict a logical approach to fulfilling the requirements of the RFP?</li> <li>2. Does the methodology match and contribute to achieving the objectives set out in the RFP?</li> <li>3. Does the methodology interface with the County's time schedule?</li> </ol>	0-5	20 points
<b>E.</b>	<b>Implementation Plan and Schedule:</b> An evaluation will be made of the likelihood that Bidder's implementation plan and schedule will meet the County's schedule.		

	<p>While not reflected in the Implementation Plan and Schedule evaluation points, an evaluation may also be made of:</p> <ol style="list-style-type: none"> <li>1. Reasonableness (i.e., does the proposed plan accurately reflect the bidder’s effort to meet requirements and objectives?);</li> <li>2. Realism (i.e., is the proposed plan appropriate to the nature of the services to be provided?)</li> </ol>	0-5	20 Points
<b>F.</b>	<p><b>Relevant Staff Experience via Resume or Bio Sketch:</b> Proposals will be evaluated against the RFP specifications and the questions below:</p> <ol style="list-style-type: none"> <li>1. Do the individuals assigned to the project have a minimum of 3 years demonstrated experience on similar projects?</li> <li>2. Are résumés or bio sketches complete? Do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires and are do staff reflect Alameda County populations being served?</li> <li>3. How extensive is the applicable experience of the personnel designated to work on the project?</li> </ol> <p><b>Relevant Organizational and Programmatic Experience via Table:</b></p> <ol style="list-style-type: none"> <li>4. Does the bidder demonstrate a minimum of 3 years of experience and successful outcomes with similar projects?</li> <li>5. Does the bidder demonstrate experience in recruitment and retention of youth and young adults?</li> <li>6. Does the bidder articulate ability to achieve impact?</li> <li>7. Does the bidder have adequate fiscal/admin support? Adequate space?</li> </ol>	0-5	40 Points
<b>G.</b>	<p><b>Cost:</b> The points for Cost will be assessed by the total proposed budget provided by the bidder. An evaluation may be made of:</p> <ol style="list-style-type: none"> <li>1. Reasonableness (i.e., does the proposed pricing accurately reflect the bidder’s effort to meet requirements and objectives?);</li> <li>2. Realism (i.e., is the proposed cost appropriate to the nature of the services to be provided?); and</li> <li>3. Affordability (i.e., the ability of the County to finance the services).</li> </ol> <p>Consideration of price in terms of overall affordability may be controlling in circumstances where two or more proposals are otherwise adjudged to be equal, or when a superior proposal is at a price that the County cannot afford.</p>	0-5	10 Points

**H. TERM/TERMINATION/RENEWAL**

- a. The projects will start upon a signed and executed contract, beginning October 1, 2019, and will conclude September 30, 2022.

**I. AWARD**

- b. Proposals will be evaluated by a selection committee and will be ranked in accordance with the RFP section entitled "Evaluation Criteria."
- c. The committee will recommend award to the bidder who, in its opinion, has submitted the proposal that best serves the overall interests of the County and attains the highest overall point score. Award may not necessarily be made to the bidder with the lowest price.
- d. The County reserves the right to award to a single or multiple contractors.
- e. The County has the right to decline to award this contract or any part thereof for any reason.
- f. Board approval to award a contract is required.
- g. Contract terms must be negotiated, finalized, and signed by the intended awardee prior to Board approval.
- h. Awardee agrees to negotiate contract according to the Alameda County Master Community Based Organization (CBO) Contract boilerplate terms and conditions (sample posted at the end).
- i. The RFP specifications, terms, conditions, references, and RFP Addenda may be incorporated into and made a part of the Master Contract that may be awarded as a result of this RFP.

**J. ACCOUNT MANAGER/SUPPORT STAFF**

- j. Contractor shall provide a dedicated competent account manager who shall be responsible for the County account/contract. The account manager shall receive all orders from the County and shall be the primary contact for all issues regarding Bidder's response to this RFP and any contract which may arise pursuant to this RFP.
- k. Contractor shall also provide adequate, competent support staff that shall be able to service the County during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products offered and able to identify and resolve quickly any issues including but not limited to order and invoicing problems.
- l. Contractor account manager shall be familiar with County requirements and standards and work with the ACNS to adhere to established standards.

### 3. INSTRUCTIONS TO BIDDERS

#### K. COUNTY CONTACTS

The ACNS program is managing the RFP process. All contact during the competitive process is to be through the ACNS program director only.

The evaluation phase of the competitive process shall begin upon receipt of proposals until a contract has been awarded. Bidders shall not contact or lobby evaluators or other ACNS staff during the evaluation process. Attempts by bidder to contact, may result in disqualification of bidder.

**All questions regarding these specifications, terms and conditions are to be submitted by e-mail 4:00 p.m. on Thursday, June 13, 2019 via email only to**

**[Jenny.Wang@acgov.org](mailto:Jenny.Wang@acgov.org).**

#### L. SUBMITTAL OF BIDS

Proposals must be submitted via email to [Jenny.Wang@acgov.org](mailto:Jenny.Wang@acgov.org) by 4:00 PM on Friday, June 28, 2019. Late submissions will not be considered.

The ACNS email timestamp shall be considered the official timepiece to establish the timeliness of the submission of the proposal.

Bidders are to submit a complete proposal packet including the following in order with each page numbered in the order listed below and with the appropriate title and page number.

- a. Signed Cover Letter
- b. Letters of Support
- c. Proposal Narrative including Implementation Plan and Schedule
- d. Experience: Key staff resumes and/or bio sketch and Past Project Table
- e. Budget

### 4. DEFINITIONS

- a. **CalFresh** – the name given to the Supplemental Nutrition Assistance Program in California.
- b. **California Department of Public Health (CDPH)** – the State agency with the responsibility/authority for awarding SNAP-Ed grants to Local Health Departments to assist in implementing programs and services in accordance with their mission to optimize the health and well-being of the people in California, primarily the population-based programs, strategies, and initiatives that seek to prevent illness in, and promote the health of, the public.
- c. **California Department of Social Services (CDSS)** - California’s SNAP-Ed oversight agency that operates programs and partnerships to maximize resources for Californians across their

lifespan. CDSS leads CDPH, UC CalFresh, Catholic Charities of California, and the CA Department on Aging to disseminate information and healthy eating and physical activity options available to low-income Californians.

- d. **Contractor** – the bidder selected to enter into a contract with the County to provide services pursuant to this RFP, in accordance to USDA and *Network* guidelines.
- e. **Geographic Information System (GIS)** – the merging of cartography, statistical analysis and database technology. There is a custom-designed GIS specific to the Network that is available online to assist agencies in identifying qualifying census tracts or to determine the income eligibility of a specific site.
- f. **Low-Income Persons** – people participating in or eligible for the Supplemental Nutrition Assistance Program (SNAP), as well as people with low financial resources defined as less than 185% of the Federal Poverty Level. Data sources that can be used to identify low-income populations include:
  - a. National School Lunch Program data on number of children enrolled for Free and Reduced-Price Meals.
  - b. Census Tract Data identifying areas where low-income persons reside.
- g. **Means-Tested Low-Income Assistance Program** – Agencies and locations that automatically qualify for SNAP-Ed activities based on similar income requirements for these programs or services. Such programs include: shelters/temporary housing, soup kitchens, food banks/pantries, public housing, Head Start, TANF Job Readiness programs, or Women Infants and Children (WIC) Supplemental Nutrition Program.
- h. **Nutrition Education** –
  - a. **Direct Nutrition Education** – interventions where a participant is actively engaged in the learning process with an educator and/or interactive media for a minimum of 15 minutes. For an activity to qualify as direct education, information on the individuals' age, gender, and race/ethnicity must be collected and reported.
  - b. **Indirect Nutrition Education** – the distribution of information and resources, including any mass communications, public events, and materials that do not meet USDA definitions of direct nutrition education.
- i. **Program Evaluation And Reporting System (PEARS)** – An online data collection, evaluation, and reporting tool of evidence-based Extension & SNAP education programs and interventions.
- j. **Supplemental Nutrition Assistance Program (SNAP)** – Prior to October 2008, this was known as the Federal Food Stamp Program. As of October 1, 2008, SNAP became the new name to reflect changes to the program including a focus on nutrition. While SNAP is the federal name, CalFresh is the name used in California.
- k. **Supplemental Nutrition Assistance Program Education (SNAP-Ed)** – Also known as CalFresh Healthy Living, this refers to the nutrition education program for SNAP participants or SNAP eligible populations.

- i. **Unduplicated Reach** – the number of different individuals who received any SNAP-Ed direct education. Each individual counts as one participant, regardless of the number of times s/he participates in direct education activities. If a participant attends a 5-session nutrition education class series, s/he would be counted as one unduplicated count. All service categories have an unduplicated reach requirement.
- m. **United States Department of Agriculture (USDA)** – the Federal agency with the responsibility/authority for awarding the SNAP-Ed grant to CDSS.

5. **ALLOWABLE/UNALLOWABLE COSTS**

Network allowable resources and activities in the designated target population sites. For a listing of allowable and unallowable costs, visit

[https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/NEOPB/CDPH%20Document%20Library/AGM %20Final\\_rev12\\_6\\_18.pdf](https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/NEOPB/CDPH%20Document%20Library/AGM%20Final_rev12_6_18.pdf)

Grant funds CAN be used to:

1. Purchase food for taste testing that is associated with a nutrition education lesson. Taste test costs shall not exceed \$2.50/person, including paper goods and supply costs. All receipts must be provided to ACNS with the contractor invoice during the quarter for which the quarterly invoice is submitted.
2. Grant funds permit the use of approved nutrition educational materials only. For a listing of approved materials, visit <https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/NEOPB/Pages/SNAPEdResources.aspx>.

Grant funds CANNOT be used to:

1. Develop new nutrition education materials.
2. Supplant other federal, state, or other funds. This is strictly prohibited by law.
3. Rent or purchase garden equipment (e.g., fertilizer, tractors, etc.) or purchase or rent land for garden plots.
4. Support secondary prevention interventions and Medical Nutrition Therapy. Secondary prevention interventions include activities that help people who already have a chronic disease cope with and control these conditions and prevent additional disability. Medical Nutrition Therapy involves the assessment of nutritional status and the assignment of diet, counseling, and/or specialized nutrition therapies to treat an individual's illness or condition conducted in association with a prescription from a qualified professional such as a physician or nurse practitioner.

## **REQUIRED DOCUMENTATION AND SUBMITTALS**

All the specific documentation listed below is required to be submitted for a bid to be deemed complete. Bidders shall submit all documentation, in the order listed below and clearly label each section with the appropriate title.

### **Youth Engagement RFP Components:**

- A. Cover Letter Requirement:
  - On Organizational Letterhead, Include:
  - Name of applicant agency
  - Organizational primary contact person and complete contact information
  - Organizational executive contact person with contract signing authority and complete contact information
  - Total funds requested
  
- B. Letters of Support:
  - Please submit 2 letters of support written and signed, using the community/partnering agency's letterhead, if applicable.
  
- C. Proposal Narratives:
  - Understanding of RFP in broader context – (1 page)
  - SOW using table below is required.
  - Methodology (1 page on approach to the work, how youth and adult allies will be recruited, how participation will be sustained)
  - Implementation Plan and Schedule (1 page)
  - Evaluation (1 page on how to measure and achieve impact and success; how much did you do, how well did you do it, is anyone better off)
  
- D. Experience:
  - Key Staff Qualifications and Resumes/Bio Sketches
  - Organizational history with YE, please submit 1 table per project OR per year, a minimum of 3 is required. Please create and submit additional tables if relevant for evaluation.

**Project #1 or Year #1:**

Project OR Time Period:		
Describe Youth Engagement:	Describe Project and Methods:	Describe Outcomes / Documented Successes

**Project #2 or Year #2:**

Project OR Time Period:		
Describe Youth Engagement:	Describe Project and Methods:	Describe Outcomes / Documented Successes

**Project #3 or Year #3:**

Project OR Time Period:		
Describe Youth Engagement:	Describe Project and Methods:	Describe Outcomes / Documented Successes

E. Budget

Budget Line Item:	Descriptions and Justification:	Cost:
<b>Staffing Salary</b>		
Title, Annual Salary, FTE		
<b>Staffing Benefits</b>		
Rate		
<b>Office Supplies</b>		
<b>Nutrition Education Materials</b>		
<b>Travel</b>		
<b>Compensation to Subcontractors</b>		
<b>Indirect Cost</b>		
Rate		
<b>Total</b>		

## **INSURANCE REQUIREMENTS**

Insurance certificates are not required at the time of submission; however, the bidder agrees to meet the minimum insurance requirements. This documentation must be provided to the County, prior to award and during the contracting process, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements. The following page contains the minimum insurance limits, required by the County of Alameda, to be held by the Contractor performing on this RFP:

**\*\*\* SEE NEXT PAGE FOR COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS \*\*\***

**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:

**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 minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
<b>A</b>	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B</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
<b>C</b>	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
<b>D</b>	<b>Professional Liability/Errors &amp; Omissions</b> Includes endorsements of contractual liability and defense and indemnification of the County	\$1,000,000 per occurrence \$2,000,000 project aggregate
<b>E</b>	<b>Endorsements and Conditions:</b>	
	<ol style="list-style-type: none"> <li>1. <b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Professional Liability, Commercial or Business 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, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li>2. <b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement. In addition, 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 the later of termination of the Agreement 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, 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 the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. 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 A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and 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.</li> <li>5. <b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li>6. <b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by 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. Coverage shall be at least as broad as in the ISO Forms named above.</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 insurance shall be required 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 required certificate(s) and endorsements must be sent as set forth in the Notices provision.</li> </ol>	

**SAMPLE LANGUAGE IS FOR REFERENCE ONLY**

Contract Reference No. \_\_\_\_\_

**COMMUNITY-BASED ORGANIZATION MASTER CONTRACT**

THIS CONTRACT, made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF ALAMEDA, a body corporate and politic of the State of California, hereinafter referred to as “County”, and \_\_\_\_\_, a \_\_\_\_\_, doing \_\_\_\_\_ business at \_\_\_\_\_, hereinafter referred to as “Contractor”.

WITNESSETH:

WHEREAS, County is desirous of contracting with Contractor for the provision of certain services, a description of which is presented in Exhibit A(s), attached hereto; and

WHEREAS, Contractor is receiving funds pursuant to the funding source indicated in Exhibit B(s), and

WHEREAS, Contractor is willing to provide proof of insurance as specified in Exhibit C; and

WHEREAS, Contractor willingly agrees to participate in audits required by the County as defined in Exhibit D(s); and

WHEREAS, Contractor is willing and able to perform duties and render services which are determined by the Board of Supervisors to be necessary or appropriate for the welfare of residents of County; and

WHEREAS, County desires that such duties and services be provided by Contractor, and Contractor agrees to perform such duties and render such services, as more particularly set forth below:

NOW, THEREFORE IT IS HEREBY MUTUALLY AGREED as follows:

1. Term of Agreement. The Term of this Agreement begins on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and shall continue year to year as specified more particularly in Exhibit B(s) provided funding is allocated by the County Board of Supervisors, until terminated in accordance with this Agreement.

Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Agreement will be purchased by County from Contractor under a new Agreement following expiration or termination of this Agreement. Contractor waives all rights or claims to notice or hearing respecting any failure by County to continue to purchase all or any such service from Contractor following the expiration or termination of this Agreement.

2. Program Description and Performance Requirements—Exhibit A(s). This Agreement shall be accompanied by, marked Exhibit A(s), and by this reference made a part hereof, a description of the duties and services to be performed for County by Contractor, and Contractor agrees to comply with all provisions, to perform all work, and to provide all such duties and services set forth in Exhibit A(s) in a professional and diligent manner.

3. Terms and Conditions of Payment—Exhibit B(s). County has allocated the sum as indicated in Exhibit B(s), to be expended as described in this Agreement. Unless an amendment to this Agreement otherwise provides, that amount shall in no event be exceeded by Contractor, and County shall under no circumstances be

required to pay in excess of that amount. Payment shall be made pursuant to the terms and conditions set forth in Exhibit B(s), attached hereto and by this reference made a part hereof. Sums not so paid shall be retained by County.

Unless it is otherwise provided in Exhibit B(s) to this Agreement, Contractor shall submit all claims for reimbursement under the Agreement within ninety (90) days after the ending date of the Agreement. All claims submitted after ninety (90) days following the ending date of the Agreement will not be subject to reimbursement by the County. Any "obligations incurred" included in claims for reimbursements and paid by the County which remain unpaid by the Contractor after ninety (90) days following the ending date of the Agreement will be disallowed under audit by the County.

Contractor agrees to comply with all requirements which are now, or may hereafter be, imposed by the funding government with respect to the receipt and disbursement of the funds referred to in Exhibit B(s), as well as such requirements as may be imposed by County. Without limiting the generality of the foregoing, Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution in order to obtain any Federal funds under any Federal programs without prior written approval of County.

4. Insurance—Exhibit C. Contractor shall maintain in force, at all times during the term of this Agreement, those insurance and bonding documentation described in Exhibit C attached hereto and made a part of this Agreement, and shall comply with all other requirements set forth in that Exhibit. Contractor shall provide Worker's Compensation insurance at Contractor's own cost and expense, and neither Contractor nor its carrier shall be entitled to recover from the County any costs, settlements, or expenses of Worker's Compensation claims arising out of this Agreement.

5. Additional Fiscal Provisions. Contractor shall not claim reimbursement from County for (or apply sums received from County with respect to) that portion of its obligations which has been paid by another source of revenue. Sums received as a result of applications for funds from public or private organizations shall be considered such revenue insofar as such sums are or can be applied to the work to be performed by contractor pursuant to this Agreement.

Unrestricted or undesignated private charitable donations and contributions shall not be considered revenue applicable to this Agreement; Contractor has total freedom in planning for the usage of such resources in expanding and enriching programs, or in providing for such other operating contingencies as it may desire. Nothing herein shall be deemed to prohibit Contractor from contracting with more than one entity to perform additional work similar to or the same as that herein contracted for.

6. Records.

(1) Contractor shall maintain on a current basis, complete financial records including, but not necessarily limited to, books of original entry, source documents in support of accounting transactions, a general ledger, personnel and payroll records, cancelled checks, and related documents in accordance with generally accepted accounting principles and any specific requirements of the applicable funding source.

(2) Contractor shall maintain on a current basis complete records pertaining to the provision of services and eligibility, including, but not limited to, medical records, client files, participant records, patient logs or other service-related documentation in accordance with instructions provided by County.

(3) Contractor shall maintain on a current basis complete records pertaining to Contractor's organizational structure and activities, including but not limited to, bylaws, articles of incorporation, documentation of tax exempt status, Board of Directors roster, minutes of meetings of the Board of Directors and committees, administrative program policies and procedures, and any other documents required by County or the State or Federal government or the applicable funding source.

Contractor will cooperate with County in the preparation of, and will furnish any and all information required for, reports to be prepared by County and/or Contractor as may be required by the rules, regulations, or requirements of County of any other governmental entity or applicable funding source. County shall specify in detail the cooperation required.

Records shall be retained by Contractor, and shall be made available for auditing and inspection, for no less than five (5) years following the provision of any services pursuant to this Agreement, or for a longer period as required by the applicable funding source. If Contractor enters into any County-approved agreement with any related organization to provide services, such agreement shall contain a clause to the effect that the related records of that organization shall be retained, and shall be made available for auditing and inspection, for no less than five (5) years following its provision of services pursuant to the subcontract, or for a longer period as required by the applicable funding source.

County reserves the right to issue further instructions regarding the extent of records required to be kept, the format to be used, and record retention and access requirements as is necessary to perform audits and to otherwise comply with requirements set forth by applicable funding sources.

7. Audits. Contractor's records, as defined in this Agreement, shall be accessible to County for audit and inspection to assure proper accounting of funds, and to certify the nature of, and evaluate Contractor's performance of its obligations as set forth in this Agreement. County shall be entitled to access onto Contractor's premises to observe operations, inspect records or otherwise evaluate performance at all reasonable times and without advance notice. County shall conduct inspections and manage information in a manner consistent with applicable laws relating to confidentiality of records and in a manner that will minimize disruption of Contractor's work.

Separate and apart from the audit and inspection provisions set forth immediately above, Contractor's records will be subject to audits as required by Federal and/or State agencies and/or other funding sources. These audits include those performed pursuant to applicable OMB Circulars, as described more fully in Exhibit D of this Agreement, or audits otherwise authorized by Federal or State law.

8. Hold/Harmless/Indemnification: To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, officers, employees and agents (collectively "Indemnitees") from and against any and all claims, losses, damages, liabilities or expenses, including reasonable attorney fees, incurred in the defense thereof, for the death or injury to any person or persons (including employees of Contractor or County) or damage of any property (including property of Contractor or County) which arises out of or is in any way connected with the performance of this Agreement (collectively "Liabilities") except where such Liabilities are proximately caused solely by the negligence or willful misconduct of any Indemnitee.

9. Subcontracting. None of the work to be performed by Contractor shall be subcontracted without the prior written consent of County. Contractor shall be as fully responsible to County for the acts and omissions of any subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by Contractor. Contractor shall not transfer any interest in this Agreement (whether by assignment or novation) without prior written approval of County. However, Contractor may assign its rights to receive compensation from the County for performance of the Agreement to financial institutions for the purpose of securing financial resources, provided that written consent from the supervising department shall have first been obtained. No party shall, on the basis of this Agreement, in any way contract on behalf of, or in the name of, the other party to the Agreement, and any attempted violation of the provisions of this sentence shall confer no rights, and shall be void.

10. Independent Contractor Status. Neither the Contractor nor any of its employees shall by virtue of this Agreement be an employee of County for any purpose whatsoever, nor shall it or they be entitled to any of the rights, privileges, or benefits of County employees. Contractor shall be deemed at all times an independent

contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.

11. Confidentiality. Contractor agrees to maintain the confidentiality of any information that may be obtained with this work. Contractor shall comply with whatever special requirements in this regard as are described or referred to in Exhibit A(s) to this Agreement. Confidential information is defined as all information disclosed to Contractor which relates to County's past, present and future activities, as well as activities under this Agreement. Contractor will hold all such information in trust and confidence. Upon cancellation or expiration of this Agreement, Contractor will return to County all written or descriptive matter that contain any such confidential information.

County shall respect the confidentiality of information furnished by Contractor to County as specified in Exhibit A(s) or as otherwise provided by law.

12. Termination Provisions.

Termination for Cause – If County determines that Contractor has failed, or will fail, through any cause, to fulfill in a timely and proper manner its obligations under the Agreement, or if County determines that Contractor has violated or will violate any of the covenants, agreements, provisions, or stipulations or the Agreement, County shall thereupon have the right to terminate the Agreement by giving written notice to Contractor of such termination and specifying the effective date of such termination.

Without prejudice to the foregoing, Contractor agrees that if prior to or subsequent to the termination or expiration of the Agreement upon any final or interim audit by County, Contractor shall have failed in any way to comply with any requirements of this Agreement, then Contractor shall pay to County forthwith whatever sums are so disclosed to be due to County (or shall, at County's election, permit County to deduct such sums from whatever amounts remain undisbursed by County to Contractor pursuant to this Agreement or from whatever remains due Contractor by County from any other contract between Contractor and County).

Termination Without Cause – County shall have the right to terminate this Agreement without cause at any time upon giving at least 30 days written notice prior to the effective date of such termination.

Termination By Mutual Agreement – County and Contractor may otherwise agree in writing to terminate this Agreement in a manner consistent with mutually agreed upon specific terms and conditions.

13. Compliance with Laws. Contractor 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 or any part hereof, including Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable Federal, State, municipal and local safety regulations. All services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor shall indemnify and save County harmless from any and all liability, fines, penalties and consequences from any noncompliance or violation of such laws, ordinances, codes and regulations. A violation of such laws, ordinances, codes and regulations shall constitute a material breach of this Agreement and can lead to the termination of this Agreement and appropriate legal proceedings.

14. Accident Reporting. If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the Supervising Department by telephone. Contractor shall promptly submit a written report, in such form as may be required by Supervising Department, of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of

Contractor's subcontractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the circumstances surrounding the accident, whether any of the County's equipment, tools, materials or staff were involved and the extent of damage to County and/or other property; (5) determination of what effect, if any, accident will have upon Contractor's ability to perform services.

15. Personal Property. Unless otherwise provided in Exhibit B(s) to this Agreement, in the event that payment under this Agreement is other than by fee-for-service, title to all personal property having a unit purchase price of over \$1,000 acquired by Contractor in connection with this Agreement or the services rendered pursuant thereto shall vest in County, and shall be returned to County at the expiration or termination of the Agreement.

16. Non-Discrimination. Contractor assures that he/she will comply with the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964. Contractor further agrees and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation or 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 otherwise subjected to discrimination under this Agreement.

17. Governing Board Limitations; Conflict of Interest. Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including Federal, State, municipal and local governing bodies regarding conflicts of interest.

If Contractor has entered into this Agreement as a not-for-profit organization as defined by State and Federal law, and is in receipt of funds from County based on such status, Contractor shall at all times conduct its business in a manner consistent with that required of a not-for-profit organization by applicable laws.

Contractor, whether or not a not-for-profit organization, shall not permit any member of its governing board to perform for compensation any administrative or operational functions for this Contractor with respect to the performance of this contract, be it in the capacity as director, officer or employee, (including, but not by way of limitation, fiscal, accounting, or bookkeeping functions) without first obtaining the written consent of the County Agency Director/Chief Administrator.

No administrative employee, officer or director of Contractor may do any of the following without first having given advanced written notice to the County Agency Director/Chief Administrator:

- receive funds from County other than those funds provided pursuant to the Agreement;
- simultaneously serve as an employee, officer or director of another community-based organization;
- simultaneously serve as a director of another governing board or commission which could have influence over the operations of Contractor.

Contractor shall not, without having given advanced written notice to County Agency Director/Chief Administrator of its intention, do any of the following:

- Employ any person who is related by blood or marriage to another employee, a manager, or a member of the governing board of the Contractor.
- Contract for the acquisition of goods or services for more consideration than would be paid for equivalent goods or services on the open market from any person who is related by blood or marriage to a manager or a member of the governing board of the Contractor; or
- Contract for the acquisition of goods or services for more consideration than would be paid for equivalent goods or services on the open market from any organization in which any person who is

related by blood or marriage to a manager or member of the governing board of the Contractor has a substantial personal financial interest.

Contractor shall not, during the term of this Agreement, permit any member of the governing board of the Contractor to have or acquire, directly or indirectly, any personal financial interest in the performance of the Agreement, as by providing goods or services for compensation, or otherwise, without having first disclosed the same to the Board and the County Agency Director/Chief Administrator, and said member shall not participate in Board discussion or action on such matter.

Should the County Agency Director/Chief Administrator object to such employment or contracting, and a resolution cannot be achieved, then the act of proceeding on such employment or contracting shall constitute grounds for Termination of this Agreement for Cause under the provisions of paragraph 12.

18. Drug-Free Workplace. Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code Section 812, including marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the contractor, within five (5) days thereafter, shall notify the Supervising Department of the County department/agency for which the Agreement services are performed. Violation of this provision shall constitute a material breach of this Agreement.

19. Modifications to Agreement. County shall assign a liaison to Contractor with respect to the performance of this Agreement. Unless otherwise provided in Exhibit A(s) and/or B(s) to this Agreement, any adjustments requested by the Contractor to line items of a budget or to the program description included as an Exhibit to this Agreement may only be made upon written approval of the supervising department. Such adjustments shall not alter (1) services or other performance to be provided under this Agreement, (2) the time of performance of any act hereunder, or (3) the total amount of money allocated hereunder.

This Agreement can be amended only by written agreement of the parties hereto.

20. Designation of Authorized Personnel. Contractor shall provide County with a list of Contractor's employees or members of Contractor's Board of Directors who have been authorized to act on behalf of Contractor in its dealings with County. An "act" on behalf of Contractor includes but is not necessarily limited to, execution of Agreement, Agreement amendments and exhibits, signing of claims, and authorization of payment on invoices. The list shall be updated as necessary to accurately reflect such authorizations.

21. Notice. All notices required hereunder will be in writing and served personally or by certified mail, return receipt requested, postage prepaid, at the addresses shown below:

CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

COUNTY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first mentioned above.

COUNTY OF ALAMEDA

CONTRACTOR

\_\_\_\_\_  
President, Board of Supervisors

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

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

Approved as to form:

\_\_\_\_\_  
City, State, Zip Code

Donna Ziegler, County Counsel

By \_\_\_\_\_  
Deputy County Counsel

By \_\_\_\_\_  
Authorized Contractor Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax ID Number