

BOS No.  
 Infor Po No.  
 Infor Ref No.  
 Cobblestone No.

**AGREEMENT**  
**(BOS AGREEMENT NO. \_\_\_\_ - \_\_\_\_)**

THIS AGREEMENT is made and entered into as of the last date signed below, by and between the County of Yolo (“County”) and Yolo Food Bank (“Contractor”), jointly referred to as the “Parties” herein and who agree as follows:

- A.** Contractor shall provide Food Distribution Services as set forth in Exhibit A. Contractor represents and warrants that it has all necessary training and qualifications to provide such services.
- B.** The term of this Agreement shall be from **July 1, 2023 through June 30, 2024** unless sooner terminated as provided in this Agreement. At the County’s option, this Agreement may be extended for four (4) additional twelve (12) month periods on the same terms and conditions as set forth in this Agreement upon written notice to the Contractor by the Yolo County Health and Human Services Agency Director, or their designee (“Director”).

Either party may terminate this Agreement in whole or in part, in its sole discretion, for any reason or for no reason at all, upon at least thirty (30) days advance written notice to the other party.

- C.** The complete Agreement shall include the following exhibits and attachment(s) attached hereto and incorporated herein:

- Exhibit A – Scope of Services
- Exhibit B – Terms of Payment
- Exhibit C – Insurance Requirements
- Exhibit D – Contract Budget
- Exhibit E – HIPAA Compliance
- Exhibit F – Performance Outcomes

The County and Contractor shall each comply with all the terms and conditions set forth in these exhibits and attachment(s). In the event of any conflict between any of the provisions of this Agreement (including exhibits and attachments), the provision that requires the highest level of performance from Contractor for the County’s benefit shall prevail.

- D.** Subject to the satisfactory performance of the services required of Contractor pursuant to this Agreement, and to the terms and conditions set forth in this Agreement, and following Contractor’s submission of an appropriate claim, and such other documentation that the County may require, County shall pay Contractor according to the terms set forth in Exhibit B. Contractor agrees to accept the foregoing payments as full and complete payment for all services provided pursuant to this Agreement, irrespective of whether the cost of such services and related administrative expenses exceed such payments.
- E.** Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **June 30, 2024** shall be no greater than **EIGHTY-FIVE THOUSAND DOLLARS (\$85,000)** specified as follows:

<b>Fiscal Year 2023-24</b> July 1, 2023 through June 30, 2024	<b>Total</b>
\$85,000	<b>\$85,000</b>

\*Any unspent funding in a fiscal year may be rolled over into future fiscal year including optional years.

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**F. OPTION YEARS:** The County may exercise its option to extend the term of the Agreement pursuant to Section B. above. Upon request of the County, Contractor shall provide a contract budget for each option year in conformance with the requirements of this Agreement. The option year contract budgets shall be sent to [HHSAContracts@yolocounty.org](mailto:HHSAContracts@yolocounty.org) for review and approval by the Director. In the event that the County elects to take its option, County shall notify the Contractor in writing. The notice shall include the revised agreement term, approved funding amount to be added to the Agreement; and revised agreement maximum compensation, subject to the maximums set forth below:

<b>Option Year/ Fiscal Year (OY/FY)</b>	<b>Revised Agreement Expiration Date Per OY/FY</b>	<b>Maximum Increased Funding Amount Per OY/FY</b>	<b>Revised Agreement Lifetime Maximum Per OY/FY</b>
OY/FY 2024-25	On or before June 30, 2025	Less than or equal to \$85,000	Less than or equal to \$170,000
OY/FY 2025-26	On or before June 30, 2026	Less than or equal to \$85,000	Less than or equal to \$255,000
OY/FY 2026-27	On or before June 30, 2027	Less than or equal to \$85,000	Less than or equal to \$340,000
OY/FY 2027-28	On or before June 30, 2028	Less than or equal to \$85,000	Less than or equal to \$425,000

In no event shall the term of the Agreement extend beyond **June 30, 2028**, nor shall the total contract maximum exceed the amount of **FOUR HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$425,000)**, unless otherwise agreed to in writing by the Parties and in conformity with the then-current Yolo County Procurement Policy approved by the Yolo County Board of Supervisors.

- G.** Contractor, at its sole cost and expense, shall obtain and maintain throughout the entire term of this Agreement, the insurance set forth in Exhibit C.
- H.** To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold harmless the County, its officers, officials, employees and agents from any and all claims, demands, liability, damages, cost or expenses (including but not limited to attorney fees) in law or equity that may at any time arise or be asserted based in whole or in part upon any negligent or other wrongful act or omission of the Contractor, its officers, agents, or employees. Contractor/Subcontractor responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. In providing any defense under this Section, Contractor shall use counsel reasonably acceptable to the County Counsel.

**I. ASSIGNMENTS AND SUBCONTRACTS**

1. No performance of this Agreement or any portion thereof may be assigned or subcontracted without the express mutual consent of the Parties.
  2. Please see Exhibit C for requirements regarding subcontractor insurance and indemnity provisions.
- J.** Contractor shall comply with all applicable laws and regulations, including but not limited to any, which are promulgated to protect the public health, welfare and safety or prevent conflicts of interest. Contractor shall defend County and reimburse it for any fines, damages or costs (including attorney fees) that might be incurred or assessed based upon a claim or determination that Contractor has violated any applicable law or regulation.

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- K.** This Agreement is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the County's adopted budget and/or its receipts from California and the United States do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which even the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services under this Agreement.
- L.** If Contractor fails to perform any part of this Agreement, the County may notify the Contractor of the default and Contractor shall remedy the default. If Contractor fails to do so, then, in addition to any other remedy that County may have, County may terminate this Agreement and withhold any or all payments otherwise owed to Contractor pursuant to this Agreement.
- M.** If licenses and/or certificates are required by Contractor's profession, by entering into this Agreement Contractor certifies that he/she/it shall currently have such licenses and/or certificates in good standing, shall maintain them throughout this Agreement, and that Contractor's performance will meet the standards of licensure/certification.
- N.** Contractor understands that he/she/it is not an employee of the County and is not eligible for any employee benefits, including but not limited to unemployment, health/dental insurance, worker's compensation, vacation or sick leave.
- O.** Contractor will hold in confidence all information disclosed to or obtained by Contractor which relates to activities under this Agreement and/or to the County's plans or activities. All documents and information developed under this Agreement and all work products, reports, and related data and materials shall become the property of the County. Contractor shall deliver all of the foregoing to the County upon completion of the services hereunder, or upon earlier termination of this Agreement. In addition, Contractor shall retain all of its own records regarding this Agreement and the services provided hereunder for a period of not less than **four (4) years** and shall make them available to County for audit and discovery purposes.
- P.** This Agreement constitutes the entire agreement of the Parties, and no other agreements or representations, oral or written, have been made or relied upon by either party. This Agreement may only be amended in writing signed by both Parties, and any other purported amendment shall be of no force or effect. This Agreement, including all attachments, shall be subject to disclosure pursuant to the California Public Records Act.
- Q.** This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California.

**R. OPTION YEAR AND AMENDMENT AUTHORITY**

- 1. Director's Authority:** The Director may exercise the option year(s) and execute related option year letters in conformance with the conditions of Section F of this Agreement.
- 2. Procurement Manager's Authority:** The Yolo County Procurement Manager ("Procurement Manager") may approve and execute amendments regarding allocation of funds between categories of services, scope of services, billing rates, and other contract language changes set forth elsewhere in this Agreement provided the modifications are generally consistent with the original approved scope of the contract. This authority includes the ability to approve and execute amendments to increase to the maximum payment obligation, provided the increase is within the Procurement Manager's Authority, as prescribed in the Yolo County Procurement Policy.

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- 3. Yolo County Board of Supervisors' Authority: All other authority to approve and execute amendments or exercise option year(s) related to this Agreement is reserved by the Yolo County Board of Supervisors.

S. NOTICES

- 1. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

**Contractor:**  
Yolo Food Bank  
233 Harter Ave  
Woodland, CA 95776  
Karen Baker, Executive Director

**County:**  
Yolo County Health and Human Services Agency  
137 N. Cottonwood Street  
Woodland, CA 95695  
Nolan Sullivan, Director

- 2. In lieu of written notice to the above addresses, any party may provide notices through the use of email provided the following email addresses are used:

**Contractor:**  
[Karen@yolofoodbank.org](mailto:Karen@yolofoodbank.org)

**County:**  
Contracts Unit: [HHSAContracts@yolocounty.org](mailto:HHSAContracts@yolocounty.org)  
Contract Administrator: [Soua.Moua@yolocounty.org](mailto:Soua.Moua@yolocounty.org)

- 3. Any party may change the address or email address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.
- 4. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

[Signatures Follow]

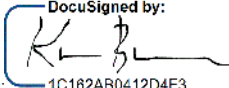
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**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the last date signed below herein by affixing their signatures hereafter.

**CONTRACTOR**

**COUNTY OF YOLO**

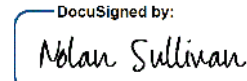
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Karen Baker, Executive Director  
Yolo Food Bank

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Oscar E. Villegas, Chair  
Board of Supervisors

Date: 8/10/2023

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

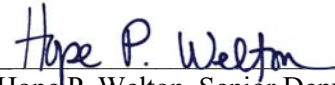
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Nolan Sullivan, Director  
Health and Human Services Agency

Attest:  
Julie Dachtler, Senior Deputy Clerk  
Board of Supervisors

By: \_\_\_\_\_  
Deputy (Seal)

Approved as to Form:  
Philip J. Pogledich, County Counsel

By:   
Hope P. Welton, Senior Deputy

## EXHIBIT A – SCOPE OF SERVICES

Contractor shall provide services in accordance with the following provisions.

### I. SERVICE LOCATION(S)

Services rendered pursuant to this Agreement shall be provided at the following location(s):

Yolo Food Bank  
233 Harter Ave  
Woodland, CA 95776

Note that distributions will occur at partner locations across Yolo County (“the County”).

### II. PURPOSE

Procure and distribute fresh produce to residents across the County to help reduce the impacts of food insecurity and malnutrition.

### III. TARGET POPULATION

Residents experiencing food insecurity.

### IV. REQUIREMENTS

A. Procure and distribute fresh produce at all Yolo Food Bank public distributions based on the current distribution schedule. Locations may be changed with the mutual agreement of the Parties without formal amendment and are listed below.

1. Clarksburg Firehouse (Clarksburg)
2. Empower Yolo (Davis)
3. Campers Inn RV Park (Dunnigan)
4. RISE, Inc (Esparto)
5. Guinda Grange Hall (Guinda)
6. Madison Community Committee Food Closet (Madison)
7. RISE, Inc (Winters)
1. Sacramento City College – Davis Center (Davis)
2. University Covenant Church (Davis)
3. Empower Yolo (Knights Landing)
4. City of West Sacramento Parking Lot (West Sacramento)
5. Masjid Aisha (West Sacramento)
6. West Sacramento Resource Center (West Sacramento)
7. Winters High School (Winters)
8. Home Church (Woodland)
9. Yolo County Fairgrounds (Woodland)
10. Yolo Library (Yolo)
11. Kentucky Avenue Church of Christ (Woodland)

**EXHIBIT A – SCOPE OF SERVICES**

- 12.** Woodland Community & Senior Center (Woodland)\
- 13.** Woodland Community College (Woodland)

**V. SERVICES**

Residents' access to free and nutritious fresh produce.

## EXHIBIT B – TERMS OF PAYMENT

### I. BUDGET

- A. Contractor has submitted a contract budget attached hereto as Exhibit D. Contractor shall adhere to this budget in performing services that have been authorized and provided in accordance with the provisions of this Agreement.
- B. Amendments to the budget including but not limited to shifting the allocation of funds between categories of services, must be mutually agreed upon in writing. Contractor shall provide a revised budget to the Director for approval. Budget amendments must be approved pursuant to Section R., of this Agreement.
- C. In the event the County requests an updated budget for any option year, the option year budget shall be approved in conformance with Section F. of this Agreement, in the sole discretion of the HHSA Director.

### II. METHOD OF PAYMENT

- A. Contractor shall submit such claims for payment to the County no later than forty-five (45) days after completion of the month in which services have been rendered. Any claim that is submitted and rejected due to lack of necessary information must be resubmitted within twenty (20) days of the date of the initial rejection.
- B. Claims for payment may be submitted to the County in an electronic format at [HHSA.AccountsPayable@yolocounty.org](mailto:HHSA.AccountsPayable@yolocounty.org). All claims shall be submitted with any required supporting documentation accompanying the claim. If a claim contains confidential client information, the claim and supporting documentation must be encrypted for transmission.

Claims, with any required supporting documentation, may also be submitted via US Postal Service mail addressed to:

Yolo County Health and Human Services Agency  
137 N. Cottonwood Street, Suite 2400  
Woodland, CA 95695  
Attn: Accounts Payable

- C. County shall pay Contractor for actual expenditures in conformance with the contract budget(s) attached hereto as Exhibit D – Contract Budget below for services that have been provided in accordance with the provision of this Agreement.
- D. County shall authorize payment within forty-five (45) days of the receipt of Contractor's appropriate claim, required reports, and any further documentation requested by the County for purposes of this Agreement.
- E. In the event that the Contractor fails to comply with any provision of this Agreement, County may withhold payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County until such noncompliance has been corrected.
- F. Late claims submitted with a written request within a reasonable timeframe, if it is due to circumstances beyond the control of the Contractor, may be approved by the Director for claim submission.
- G.
  - 1. County will demand repayment from Contractor for compensation made to the Contractor, in the event that any goods and/or services related to such compensation are subsequently determined disallowable, regardless of reason.

## **EXHIBIT B – TERMS OF PAYMENT**

- 2.** Any such disallowance related to the current term of this Agreement will be due and payable immediately to the County. County will recoup from Contractor by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.
  - 3.** Any such disallowance related to the prior terms of this Agreement or any other agreement between Contractor and County will be due and payable within forty-five (45) days of mailing a demand letter from County to Contractor. Thereafter, unless otherwise negotiated with and approved by the Director, County will recoup from Contractor the amount due, by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.
  - 4.** In the event that the aggregated payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County is less than the amount due, and when all payments otherwise due Contractor have been exhausted, Contractor shall make payment to the County for any balance due based on a payment plan negotiated with and approved by the Director.
- H.** Any other provision of this Agreement notwithstanding, because this Agreement is funded by the State Contracts, the County's obligation to compensate Contractor pursuant to this Agreement is contingent upon, and subject to, the County's receipt of such funding from the State, and the absence or removal of any constraints imposed by the State upon such receipt and payment.
- I.** Contractor shall use the funds provided by County exclusively for the purposes of performing the services required by this Agreement. No funds provided by County pursuant to this Agreement shall be used for any political activity or political contribution.
- J.** Contractor shall hold harmless the State and clients in the event that the County does not pay for services in accordance with this Agreement.

## EXHIBIT C – INSURANCE REQUIREMENTS

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements:

1. *Minimum Scope of Insurance* – Coverage shall be at least as broad as the latest version of the following:
  - a. **Commercial General Liability:** Insurance Services Office form CG 000. The policy shall not contain any exclusions contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.
  - b. **Automobile Liability:** Insurance Services Office form CA 00 01, code 1- Any Auto or including Hired and Non-Owned vehicles.
  - c. **Workers’ Compensation and Employers’ Liability:** Workers’ Compensation insurance as required by the State of California and Employers’ Liability.
  - d. **Professional Liability (Errors and Omissions)** (If applicable, see below)
2. *Minimum Limits (as applicable)* – Insurance coverage shall be with limits not less than the following:
  - a. **Commercial General Liability** – \$2,000,000/occurrence and \$4,000,000 annual aggregate or an aggregate of \$2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).
  - b. **Automobile Liability** – \$1,000,000 per accident for bodily injury and property damage
  - c. **Professional Liability/Malpractice/Errors and Omissions** –\$2,000,000 per occurrence and annual aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, other licensed professional, or other professional contractor (such as computer and software designer) performs work under this Agreement the Contractor must provide this insurance. If not, then this requirement automatically does not apply).
  - d. **Workers’ Compensation** – Statutory Limits/Employers’ Liability - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

3. *Other Insurance Provisions*
  - a. **Additional Insured Status** – County, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form or an endorsement to the Contractor’s insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]
  - b. **Primary Coverage** – Contractor’s policy shall be “primary and non-contributory” and will not seek contribution from County’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
  - c. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to County.

**EXHIBIT C – INSURANCE REQUIREMENTS**

- d. Waiver of Subrogation** – Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractors may acquire against County by virtue of the payment or any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.
4. The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of County (if agreed to in a written contract or agreement) before County’s own Insurance or self-insurance shall be called upon to protect it as a named insured.
  5. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a “per occurrence” basis unless County Risk Manager specifically consents in writing to a “claims made” basis. For all “claims made” coverage, in the event that Contractor changes insurance carriers Contractor shall purchase “tail” coverage covering the term of this Agreement and not less than three years thereafter. Proof of such “tail” coverage shall be required at any time that Contractor changes to a new carrier prior to receipt of any payments due.
  6. Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County’s Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
  7. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.
  8. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.
  9. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
  10. For any claims relating to this Agreement, Contractor's insurance coverage shall be primary, including as respects County, its officers, agents, employees and volunteers. Any insurance maintained by County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.
- B.** Prior to commencing services pursuant to this Agreement, Contractor shall furnish County with original policies or endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, County Risk Manager before work commences. Upon County’s request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- C.** During the term of this Agreement, Contractor shall furnish County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County’s request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

### EXHIBIT C – INSURANCE REQUIREMENTS

- D.** Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor’s work. Subcontractors hired by Contractor agree to be bound to Contractor and County in the same manner and to the same extent as Contractor is bound to County under the Agreement Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor and/or Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and General Contractor and/or Contractor will provide proof of compliance to County. (Coverage can be provided in the form or an endorsement to Contractor’s insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).
- E.** Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

**EXHIBIT D – CONTRACT BUDGET**

<b>Yolo Food Bank</b>		
<b>Eat Well Yolo</b>		
	Cost Items	Fiscal Year 2023-24 July 1, 2023 through June 30, 2024
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$40,000
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$0
2	Operating	\$0
3	Direct to Clients (bags, boxes, gloves to use, exacto knives, etc.)	\$45,000
4	<b>Total</b>	<b>\$85,000</b>

<b>Yolo Food Bank</b>		
<b>Eat Well Yolo</b>		
	Cost Items	Optional Extension(s) July 1 <sup>st</sup> through June 30 <sup>th</sup>
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	\$40,000
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	\$
2	Operating	\$0
3	Direct to Clients (bags, boxes, gloves to use, exacto knives, etc.)	\$45,000
4	<b>Total</b>	<b>\$85,000</b>

## EXHIBIT E – HIPAA COMPLIANCE

- I. The County and Contractor shall protect the privacy and provide for the security of protected health information (PHI) pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the HIPAA Omnibus Rule, Title 45, Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated there under by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws (collectively “the Privacy Laws”.) The requirements of the Privacy Laws include but are not limited to: the use of methods of encryption for any electronic submissions containing PHI; and specific notice requirements should there be a security incident as defined in 45 CFR §164.304 or breach of unsecured PHI as defined by 45 CFR §164.402.
- II. Pursuant to HIPAA and the other Privacy Laws, as set forth in, but not limited to, 45 CFR §§164.314(a), 164.502(e) and 164.504(e), the County and Contractor may be required to enter into a Business Associate Agreement or Business Associate Agreement & Qualified Service Organization Agreement containing the specific requirements regarding Contractor’s acquisition, access, use, or disclosure of PHI prior to such acquisition, access, use, or disclosure of PHI. If the County determines, in its sole discretion, that a Business Associate Agreement or Business Associate Agreement & Qualified Service Organization Agreement is required, the parties mutually agree to execute same.
- III. Contractor shall report, as soon as reasonably practicable, within 24 hours for security incidents, as defined in 45 CFR §164.304, and one (1) hour for breaches of unsecured PHI as defined by Section 164.402 of the HIPAA Regulations to:
  1. Alberto Lara, Yolo County Human Resources Director, Interim Privacy Officer-Risk Manager/Safety Officer at [alberto.lara@yolocounty.org](mailto:alberto.lara@yolocounty.org), and
  2. Lee Gerney, Yolo County Chief Technology Officer, Information Security Officer- at [lee.gerney@yolocounty.org](mailto:lee.gerney@yolocounty.org), and
  3. Charles Egbert, HHS Privacy Officer at [Charles.Egbert@yolocounty.org](mailto:Charles.Egbert@yolocounty.org).
- IV. The provisions of this **Exhibit E** shall survive the termination, expiration, or cancellation of this Agreement.

**EXHIBIT F – PERFORMANCE MEASURES**

Food Distribution – Eat Well Yolo	Yolo Food Bank	Karen Baker
Program Purpose	Reduce food insecurity and chronic disease through increased fresh produce consumption.	
Program Information	Produce food distribution occurs in: <ul style="list-style-type: none"> <li>• Clarksburg Firehouse (Clarksburg)</li> <li>• Empower Yolo (Davis)</li> <li>• Campers Inn RV Part (Dunnigan)</li> <li>• RISE, Inc (Esparto)</li> <li>• Guinda Grange Hall (Guinda)</li> <li>• Madison Community Committee Food Closet (Madison)</li> <li>• RISE, Inc (Winters)</li> <li>• Sacramento City College – Davis Center (Davis)</li> <li>• University Covenant Church (Davis)</li> <li>• Empower Yolo (Knights Landing)</li> <li>• City of West Sacramento Parking Lot (West Sacramento)</li> <li>• Masjid Aisha (West Sacramento)</li> <li>• West Sacramento Resource Center (West Sacramento)</li> <li>• Winters High School (Winters)</li> <li>• Home Church (Woodland)</li> <li>• Yolo County Fairgrounds (Woodland)</li> <li>• Yolo Library (Yolo)</li> <li>• Kentucky Avenue Church of Christ (Woodland)</li> <li>• Woodland Community &amp; Senior Center (Woodland)</li> <li>• Woodland Community College (Woodland)</li> <li>• Yolo Food Bank supplies the produce to participating distribution sites listed above.</li> </ul>	
<b>PM1: How much did we do?</b>		
Staff	# of FTEs	
Customers Units of Service	Average # of households provided with food assistance per distribution Average # of individuals provided with food assistance per distribution Average # of pounds of fresh produce distributed per distribution	
<b>PM2: How well did we do it? (Information collected from an annual survey of participants)</b>		
2.1	% of food recipients satisfied with the quality (freshness and variety) of the distribution	
2.2	% of food recipients satisfied with the quantity of the distribution	
<b>PM3: Is anyone better off? (Information collected from an annual survey of participants)</b>		
3.1	% of recipients reporting that the food distribution increased their food security	

Electronically submit the Performance Outcome Measures annually via email to: [soua.moua@yolocounty.org](mailto:soua.moua@yolocounty.org)