



# COUNTY OF HUMBOLDT

AGENDA ITEM NO.  
**C-6**

For the meeting of: October 13, 2015

Date: September 4, 2015

To: Board of Supervisors

From: Phillip R. Crandall, Director *PRC*  
Department of Health and Human Services-Social Services

Subject: Approve Agreement with Open Door Community Health Centers to assist with CalFresh Outreach and Support activities.

### RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve Agreement with Open Door Community Health Centers to assist the Department of Health and Human Services (DHHS) to increase utilization of CalFresh benefits by eligible households; and
2. Authorize the Chair to execute three (3) originals of the Agreement (Attachment 1); and
3. Direct the Clerk of the Board to route two (2) fully executed originals of the Agreement to the Department of Health and Human Services (DHHS)-Contract Unit for forwarding to DHHS - Social Services Administration.

### SOURCE OF FUNDING:

Social Services Fund 1160

### DISCUSSION:

The Open Door Community Health Centers (ODCHC) operates twelve Federally Qualified Health Centers throughout Humboldt County. In 2014, ODCHC served approximately 40,000 Humboldt County patients, approximately 32,400 of whom may have been eligible for CalFresh based on income. ODCHC has

Prepared by: Leigh Pierre-Oetker	CAO Approval: <i>[Signature]</i>
REVIEW: Auditor: <i>[Signature]</i> County Counsel: <i>47</i> Personnel: _____ Risk Manager: <i>[Signature]</i> Other: _____	

TYPE OF ITEM:

Consent

Departmental

Public Hearing

Other \_\_\_\_\_

**BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT**

Upon motion of Supervisor *Sandberg* Seconded by Supervisor *Bass*

Ayes: *Sandberg, Loulace, Fennell, Bonn, Bass*

Nays \_\_\_\_\_

Abstain \_\_\_\_\_

Absent \_\_\_\_\_

### PREVIOUS ACTION/REFERRAL:

Board Order No. \_\_\_\_\_

Meeting of: \_\_\_\_\_

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *October 13 2015*

By: *[Signature]*

Kathy Hayes, Clerk of the Board

worked collaboratively with the Humboldt County Department of Health and Human Services, and now participates in a same-day interview processes with DHHS eligibility staff to help clients enroll in CalFresh and Medi-Cal. ODCHC focuses on reinforcing the connection between food security and healthy food choices and illness and disease prevention, health maintenance, improved health outcomes and better self-management. ODCHC makes every possible effort to assure patients have the infrastructure and support necessary to maintain and manage their health. There are tangible links between securities and health, and ODCHC programs work to enhance these links.

With the execution of this Agreement, Open Door Community Health Centers will continue to assist DHHS in increasing CalFresh utilization by eligible households and thereby promoting a safe, healthy, economically vibrant community. Outreach and enrollment raises awareness of the nutrition benefits of the CalFresh program; promotes healthy food choices; reduces hunger in seniors and children; and helps to dispel program myths and misperceptions.

The California Department of Social Services (CDSS) administers all United States Department of Agriculture (USDA) Supplemental Nutrition Assistance Program (SNAP) funds. Focusing on the important role SNAP plays in access to nutrition and the relation of nutrition to overall wellness, CDSS renamed and re-branded food stamps as CalFresh in California. CDSS also made significant program changes to increase CalFresh use by reducing enrollment and retention barriers. Many low-income individuals and families are not aware of and do not apply for CalFresh benefits, and many others are not aware of the program changes that could make it easier for them to receive and continue CalFresh benefits.

USDA and CDSS continue to encourage counties to work with community partners to help reach and inform community members who might be eligible for CalFresh benefits. Partnering with community based organizations is not only consistent with DHHS's general approach and strategic plan; it is key to DHHS's goal of providing integrated, place-based, and holistic services.

Program changes and the economic downturn have increased the number of Humboldt County residents now eligible for nutrition assistance. These factors, internal changes, and outreach partnerships with community-based organizations have increased CalFresh enrollment within the County, State and nation. While enrollment has increased there is still room for improvement: approximately two-fifths of Humboldt County citizens who are eligible for nutrition assistance do not receive it.

Therefore, DHHS recommends that the Board approve and authorize the Chair to execute this Agreement and direct the Clerk of the Board to return two executed copies of the Agreement to the DHHS-Social Services Administration.

This Agreement has a start date of October 1, 2015 for continuity of services provided by Open Door Community Health Centers. This comes late to the board due to delays during final review process.

FINANCIAL IMPACT:

The costs associated with the Open Door Community Health Centers Agreement have been budgeted in the approved County Budget for Fiscal Year 2015-16, in Fund 1160, Budget Unit 511 in the amount of \$486,411. There will be no impact to the County General Fund.

Approving this Agreement supports the Board's Strategic Framework by creating opportunities for improved health and safety, and protecting vulnerable populations.

OTHER AGENCY INVOLVEMENT:

None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board can choose not to approve the Agreement for CalFresh Outreach and Support activities with Open Door Community Health Centers. This is not recommended as the Department of Health and Human Services asserts this funding is important to the goal of increasing CalFresh participation and thereby improving the health and economic stability of children, families and other individuals in Humboldt County.

ATTACHMENTS:

Attachment 1: Agreement with Open Door Community Health Centers (3 copies).

## AGREEMENT FOR SERVICES

This Agreement is made and entered into this 13 day of October, 2015, by and between the County of Humboldt (COUNTY), a political subdivision of the State of California, and Open Door Community Health Center (hereinafter, CONTRACTOR) a not for profit corporation.

### RECITALS

WHEREAS, COUNTY through its Department of Health and Human Services (DHHS) desires to provide increased utilization of the CalFresh benefit by eligible households and thereby improve the health and economic stability of families and individuals in Humboldt County; and

WHEREAS, CONTRACTOR offers these services; and

WHEREAS, COUNTY wishes to obtain services from CONTRACTOR on behalf of itself and/or clients

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF WORK

CONTRACTOR agrees to provide services described in Exhibit A, which is attached hereto and incorporated by reference. Said exhibit describes the services to be performed by CONTRACTOR under this Agreement.

2. TERM

The term of this Agreement shall be from October 1, 2015 and shall continue through March 31, 2017, unless sooner terminated or modified as provided herein.

3. COMPENSATION

CONTRACTOR agrees that the total maximum compensation cap for services performed and costs incurred under this Agreement is Four Hundred Eighty-Six Thousand Four Hundred Eleven Dollars (\$486,411.00), as set forth in the Budget attached hereto as Exhibit B, consisting of three (3) pages, and incorporated by reference, and CONTRACTOR agrees to perform any services required by this Agreement for an amount not to exceed such maximum compensation cap. All costs incurred above the maximum compensation cap will be the responsibility of the CONTRACTOR.

4. PAYMENT

CONTRACTOR will submit an itemized invoice to the COUNTY monthly or no less than quarterly commencing upon final execution of Agreement by COUNTY. CONTRACTOR shall submit a final project report, including all expenditures within thirty (30) days of project completion or within thirty (30)

days of termination of this Agreement.

The itemized invoices due to the COUNTY, shall itemize costs for activities that are consistent with the services provided by CONTRACTOR as of the invoice date, described in Exhibit A, attached hereto and incorporated by references. Payment for services performed will be made within thirty (30) days after receipt of the invoice. A sample itemized invoice form is attached hereto as page 3 of Exhibit B.

5. BOOK OF RECORD AND AUDIT PROVISIONS:

- A. CONTRACTOR agrees to coordinate with COUNTY in the performance of this Agreement, timely preparation and maintenance of accurate and complete financial and performance records for a minimum of five (5) years from the date of final payment under this Agreement or until all pending county, state, and federal audits are completed, whichever is later. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work. In addition CONTRACTOR shall maintain detailed payroll records. CONTRACTOR agrees to maintain such records locally and make them available for inspection by county, state and federal representatives, during normal business hours, upon five (5) working days notice.
- B. CONTRACTOR will permit county, state and/or federal government to audit all books, accounts or records relating to this Agreement for the purpose of compliance with applicable audit requirements relative to this Agreement. CONTRACTOR shall provide the county, state or federal governments with any relevant information required and shall permit access to its premises, during normal business hours, upon five (5) days notice.
- C. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency and for the cost of the audit. If CONTRACTOR is the party responsible for the deficiency, the cost of the audit and the deficiency shall be paid by CONTRACTOR within thirty (30) days of notice.
- D. CONTRACTOR'S rights and obligations under this provision shall continue after termination of the Agreement.

6. REPORTING:

CONTRACTOR agrees to provide COUNTY with any reports that may be required by county, State or Federal agencies for compliance with this Agreement.

7. MONITORING:

CONTRACTOR agrees to extend to DHHS Director or designees, the right to review and monitor records, programs or procedures, at any time, in regards to clients, as well as the overall operation of CONTRACTOR'S programs in order to ensure compliance with the terms and conditions of this Agreement.

8. RESTRICTIONS, LIMITATIONS OR CONDITIONS

This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the federal and/or state governments that may affect the provisions, terms or funding of this Agreement.

9. INSURANCE

A. This contract/agreement shall not be executed by COUNTY and the CONTRACTOR is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.

B. Without limiting CONTRACTOR'S indemnification provided herein, CONTRACTOR shall, and shall require any of its subcontractors to, take out and maintain, throughout the period of this Agreement, the following policies of insurance placed with insurers with a current A.M. Bests rating of no less than A:VII, or its equivalent, against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of CONTRACTOR, its agents, employees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of One Million Dollars (\$1,000,000) per occurrence for any one incident, including, personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.

2. Automobile/Motor liability Insurance with a limit of liability of not less than One Million Dollars (\$1,000,000) combined single limit coverage. Such insurance shall include coverage of all "owned", "hired", and "non-owned" vehicles or coverage for "any auto".

3. Workers Compensation Insurance

Workers' Compensation and Employer's Liability insurance meeting statutory limits of the California Labor Code which policy shall contain or be endorsed to contain a waiver of subrogation against County, its officers, agents, and employees

and provide for thirty (30) days prior written notice in the event of cancellation.

If Contractor has no employees, Contractor may sign and file the following certification in lieu of insurance:

*"I am aware of the provisions of the California Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with provisions of that code before commencing with and during the performance of the work of this contract."*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

4. Insurance Notices:

County of Humboldt  
Attn: Risk Management  
825 5<sup>th</sup> Street, Room 112  
Eureka, CA 95501

C. **Special Insurance Requirements.** Said policies shall unless otherwise specified herein be endorsed with, the following provisions:

1. The Comprehensive General Liability Policy shall provide that the COUNTY, its officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY, its officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:
  - a. Includes contractual liability.
  - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards".
  - c. Is primary insurance as regards to County of Humboldt.
  - d. Does not contain a pro-rata, excess only, and/or escape clause.
  - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY and in accordance with the Notice provisions set forth under Section 23. It is further understood

that CONTRACTOR shall not terminate such coverage until it provides COUNTY with proof satisfactory to COUNTY that equal or better insurance has been secured and is in place.

3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
4. For claims related to this project, the CONTRACTOR'S insurance is primary coverage to the COUNTY, and any insurance or self-insurance programs maintained by the COUNTY are excess to CONTRACTOR'S insurance and will not be called upon to contribute with it.
5. Any failure to comply with reporting or other provisions of the Parties, including breach of warranties, shall not affect coverage provided to COUNTY, its officers, officials, employees, and volunteers.
6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by COUNTY. The endorsements shall be on forms as approved by the COUNTY'S Risk Manager or COUNTY Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000) shall be disclosed to and approved by COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost of said insurance. COUNTY is also hereby authorized with the discretion to deduct the cost thereof from the monies owed to CONTRACTOR under this Agreement.
7. COUNTY is to be notified immediately if twenty five percent (25%) or more of any required insurance aggregate limit is encumbered and CONTRACTOR shall be required to purchase additional coverage to meet the aggregate limits set forth above.

10. HOLD HARMLESS/INDEMNIFICATION CLAUSE

- A. CONTRACTOR shall hold harmless, defend and indemnify the COUNTY and its officers, officials, employees, volunteers and elective and appointive boards from and against any and all liability loss, all claims, losses, damages, including damage expense, costs (including without limitation, costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S

performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the COUNTY. This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of CONTRACTOR'S services, as well as during the progress of rendering such services.

- B. Acceptance of insurance required by this Agreement does not relieve CONTRACTOR from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by CONTRACTOR'S operations regardless if any insurance is applicable or not.

11. RELATIONSHIP OF PARTIES

CONTRACTOR shall perform all work and services as described herein as an independent contractor. No person performing any of the work or services described herein shall be considered an officer, agent, servant, or employee of COUNTY, nor shall any such person be entitled to any benefits, including but not limited to Workers' Compensation Benefits, available or granted to employees of COUNTY. CONTRACTOR shall be solely responsible for the acts or omissions of its officers, agents, employees, and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between COUNTY and CONTRACTOR.

12. ASSIGNMENT

Neither party shall assign its obligations under this Agreement without the prior written consent of the other. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement.

13. SUBCONTRACTING

CONTRACTOR shall not subcontract any portion of the work required by this Agreement without prior written approval of COUNTY.

14. LICENSING

CONTRACTOR shall maintain the appropriate licenses throughout the life of this Agreement.

15. TITLE

It is understood that any and all documents, information, and reports concerning this project prepared by and/or submitted by CONTRACTOR shall be the property of COUNTY. CONTRACTOR may retain reproducible copies of drawings and copies of other documents. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all information, writing and documents to COUNTY

without exception or reservation.

16. NONDISCRIMINATORY EMPLOYMENT

In connection with the execution of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics) mental or physical disability (including HIV status and AIDS), military service, or any other classifications protected by federal, state, or local laws or ordinances. This policy does not require the employment of unqualified persons.

CONTRACTOR further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1974, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Welfare and Institutions Code Section 10000, CDSS MPP Division 21, and other applicable federal and state laws to ensure that employment practices are non-discriminatory. CONTRACTOR shall comply with United States Executive Order 11246, entitled "Equal Employment Opportunity." United States Executive Order 11375 and supplemented in 45 CFR, Part 60, amends this. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

17. NONDISCRIMINATORY DELIVERY OF SOCIAL SERVICES

CONTRACTOR agrees that it will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; Title II of the Americans With Disabilities Act of 1990, as amended; the Age Discrimination Act of 1972, as amended; the Food Stamp Act of 1977, as amended; California Civil Code, Section 51 et seq., as amended; California Government Code, Section 4450 et seq., as amended and other applicable federal and state laws and their implementing regulations, all as outlined in California DSS Manual Division 21. The CONTRACTOR agrees to ensure that the administration of public assistance and social services programs are nondiscriminatory, and that no person shall, because of race, religion or religious creed, color, age (over 40), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics) mental or physical disability (including HIV status and AIDS), military service, or any other classifications protected by federal, state, or local laws or ordinances be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal or State financial assistance.

The COUNTY reserves the right to monitor the CONTRACTOR for compliance with the requirements of this paragraph and Division 21.

18. ENTIRETY OF CONTRACT

This Agreement shall constitute the entire Agreement between the parties relating to the subject matter of this Agreement, and shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms which are embodied in this Agreement are hereby ratified.

19. AMENDMENT

No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

20. TERMINATION OR REDUCTION FOR LACK OF FUNDING

COUNTY'S obligations under this Agreement are contingent upon the availability of County, State and/or Federal funds. In the event such funding is terminated or reduced, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated or COUNTY'S maximum obligation reduced. COUNTY shall provide CONTRACTOR seven (7) days written notice of its intent to terminate this Agreement or its intent to reduce its maximum obligation under this Agreement.

21. TERMINATION FOR CAUSE

If, in the opinion of COUNTY, CONTRACTOR fails to perform the services required under this Agreement within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law which applies to its performance herein, COUNTY may terminate this Agreement immediately, upon notice. In such event, COUNTY shall pay to CONTRACTOR an equitable portion of the total remuneration as compensation for the portion of the work deemed acceptable by COUNTY, less the amount of any damages sustained by COUNTY as a result of CONTRACTOR'S breach of this Agreement. COUNTY shall be entitled to take possession of all studies, drawings, computations, specifications and reports insofar as they are complete and acceptable to COUNTY.

22. TERMINATION FOR CONVENIENCE

This agreement may be terminated by either party without cause as follows:

- A. At any time and for any reason, upon sixty (60) days written notice to COUNTY, CONTRACTOR may terminate this Agreement and receive payment only for those services provided as of the date when termination is effective.

Notice may be given by delivering a copy of said notice to COUNTY personally, or by mailing a copy of said notice to COUNTY. If mailed, notice shall be deemed received two days after deposit in the United States mail, postage prepaid, and addressed as set forth in Paragraph 23, Notices.

- B. At any time and for any reason, upon thirty (30) days written notice to CONTRACTOR, COUNTY may terminate this Agreement and pay only for those services rendered as of the date when termination is effective.

Notice may be given by delivering a copy of said notice to CONTRACTOR personally, or by mailing a copy of said notice to CONTRACTOR. If mailed, notice shall be deemed received two days after deposit in the United States mail, postage prepaid, and addressed as set forth in Paragraph 23, Notices.

23. NOTICES

Notices shall be given to COUNTY at the following address:

Attn: Director  
Humboldt County Department of Health and Human  
Services Social Services Branch  
929 Koster Street  
Eureka, CA 95501

Notices shall be given to CONTRACTOR at the following address:

Breanne Olmstead  
Open Door Community Health Centers  
963 Myrtle Avenue  
Eureka, CA 95501

Notice shall be in writing and may be given by delivering a copy of said notice to CONTRACTOR or COUNTY personally, or by mailing a copy of said notice to CONTRACTOR or COUNTY. If mailed, notices shall be deemed received two (2) days after their deposit in the United States mail, postage prepaid and addressed as set forth above.

24. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

CONTRACTOR certifies by its signature below that CONTRACTOR is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapon systems, or nuclear weapon components as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor as defined above. COUNTY may immediately

terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR becomes a nuclear weapons contractor.

25. COMPLIANCE WITH APPLICABLE LAWS

CONTRACTOR shall comply with any and all applicable federal, state and local laws affecting the services covered by this Agreement, including, but not limited to, the Americans with Disabilities Act.

26. STANDARD OF PRACTICE

CONTRACTOR warrants that CONTRACTOR has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR'S duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

27. JURISDICTION AND VENUE

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure Sections 394 and 395.

28. BINDING EFFECT

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and assigns.

29. SEVERABILITY

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

30. NO WAIVER

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand of the CONTRACTOR under this Agreement, which in the judgment of COUNTY were not expended in accordance with the

terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

31. INTERPRETATIONS

As both parties jointly prepared this Agreement, the language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

32. ATTORNEYS' FEES

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees (including reasonable value of services rendered by County Counsel) to be fixed by the court, and such recovery shall include court costs and attorneys' fees (including reasonable value of services rendered by County Counsel) on appeal, if any. As used herein, the party prevailing means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

33. CONFIDENTIAL INFORMATION

In the performance of this Agreement, CONTRACTOR may receive confidential information. Said information may be confidential under the laws of California, including but not limited to Welfare and Institutions Code Sections 827, 10850; Division 19 California Department of Social Services Manual of Policies and Procedures, Confidentiality of Information; and/or the laws of the United States. CONTRACTOR shall comply with all laws regarding confidentiality and shall advise and require all subcontractors to comply with the laws of confidentiality.

34. MEDIA RELEASE

All press releases and informational material related to this Agreement shall receive approval from COUNTY prior to being released to the media (television, radio, newspapers, Internet). In addition, CONTRACTOR shall inform COUNTY of requests for interviews by media related to this Agreement prior to such interviews taking place. COUNTY reserves the right to have a representative present at such interviews. All notices required by this provision shall be given to the Director of the County Department of Health and Human Services or his designee.

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35. REFERENCE TO LAWS AND RULES

In the event any law, regulation, or policy referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

36. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

37. MEANINGFUL USE REGARDING FIXED ASSETS (as applicable)

All Grantors who acquire fixed assets pursuant to the terms of a DHHS agreement are responsible to ensure that the asset is used for a purpose consistent with the grant. DHHS must approve any changes in utilization of the asset. This term survives termination of the agreement.

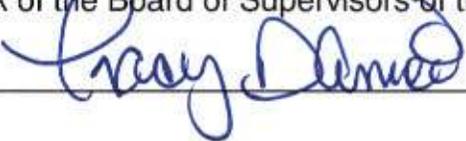
**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and date first above written.

ATTEST:

KATHY HAYES

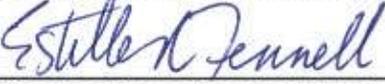
Clerk of the Board of Supervisors of the County of Humboldt, State of California

By: 

APPROVED AS TO INSURANCE:

  
Risk Manager

COUNTY OF HUMBOLDT:

  
Chair, of the Board of Supervisors

CONTRACTOR:

  
Name  
President, Board of Directors  
Title

  
Name  
CEO  
Title

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

## Exhibit A Scope of Work

CalFresh Outreach and Application Assistance Objectives and Activities are:

**Objective 1 – Project Coordination:** CalFresh Outreach activities occurring at all twelve ODCHC service sites in Humboldt County<sup>1</sup>, and related community locations and events, ODCHC seeks to assure consistency, quality, timeliness, access and economy across all sites.

Task Description	Duration and/or Completion	Details and Outcomes
A Project Coordination	Duration	To include: schedule/arrange trainings; identify and support Site Champions; monitor activities; contribute to materials development; facilitate materials production and distribution; consult on difficult cases; monitor progress and goal attainment; maintain documentation; produce reports; serve as liaison with Humboldt County and CalFresh; work with related community resources; and, work with appropriate ODCHC departments to establish documentation and reporting procedures.
B Reports to Humboldt County DHHS	Quarterly and Final	Program reports: Quarterly Reports (01/31/16, 04/30/16, 07/31/16, 10/31/16, 01/31/17) and Final Report (04/30/17) in format provided by DHHS and based on Scope of Work.
C Invoices and Financial Reports	Monthly	Itemized invoices of expenses related to Scope of Work.

**Objective 2 – Materials Refinement and Distribution:** A) To review and refresh educational and promotional print and social media materials for education, CalFresh promotion, healthy eating and dietary choices, diet and disease prevention and management, and outreach and educational materials to be distributed at clinic sites and on the ODCHC website, Facebook page and the patient portal, MyChart; B) To provide consistent and culturally and linguistically appropriate materials to various populations within Humboldt County; and, C) To revise, refresh and customize materials, including social media, to best reach potentially eligible ODCHC patients.

Task Description	Duration and/or Completion	Details and Outcomes
A Maintain currency of educational and outreach materials, reflect program updates, and refresh approaches to engage and maintain interest.	Duration	Convene provider and patient groups to review currently used materials in-clinic and in-community to identify gaps and modifications to assure appeal, timeliness, accuracy and cultural and linguistic appropriateness.
B Maintain, modify and refresh social media (website, Facebook, MyChart) CalFresh and other outreach and promotional materials	Duration	Communication Manager to keep social media platforms up-to-date, changing materials, campaigns and looks to attract repeat visitors and coordinate content with other project staff <sup>2</sup> .
C Maintain and refresh CalFresh Waiting Room Displays	Duration	Maintain attractive displays of CalFresh materials available to patients in waiting rooms, including materials they can take with them or use in the application process.

**Objective 3 – Staff Training and Support:** To maintain consistency, continuity, accuracy and effectiveness of CalFresh Outreach Program activities across multiple ODCHC sites and types of personnel, it is estimated that approximately 140 staff will receive refresher training through coordination with external resources (e.g., Humboldt County Public Health Branch, CalFresh) and internal resources (e.g., Registered Nutritionist, Diabetic Management Program Coordinator, Project Coordinator).

<sup>1</sup> Service sites include: Burre Dental Center (Eureka); Eureka Community Health and Wellness Center (Eureka); Ferndale Community Health Center (Ferndale); Fortuna Community Health Center (Fortuna); Humboldt Open Door Clinic (Arcata); McKinleyville Community Health Center (McKinleyville); Member Services Department (Eureka); Mobile Health Services (Eureka and locations in Humboldt County); NorthCountry Clinic (Arcata); Perinatal Services of NorthCountry (Arcata); Telehealth & Visiting Specialist Center (Eureka); Willow Creek Community Health Center (Willow Creek)

Task Description	Duration and/or Completion	Details and Outcomes
A Project Coordinator, in cooperation with CalFresh and Humboldt County Public Health Branch, to determine, coordinate and present specific ODCHC training needs.	Duration	Present refresher training to ODCHC staff, including new staff orientation, content tailored to employee role in project, using a combination of existing CalFresh and Public Health Branch opportunities and materials and develop new content as needed.

**Objective 4 – Patient Support and Navigation:** To provide all ODCHC patients with the opportunity to learn about CalFresh and receive assistance in the application process as necessary. It is estimated that as many as 48,000 individuals will be engaged in initial CalFresh conversations and 31,000 identified as potentially eligible. See below: Patients and Potentially Eligible Patients by Clinic (Enrollment and Retention).

Task Description	Duration and/or Completion	Details and Outcomes
A Provision of basic information, presumptive eligibility and basic application assistance.	Duration	Front desk and other clinical support staff will discuss the Cal-Fresh program and benefits with all patients, screen using PointCare eligibility software and provide information to those identified as living at or below 150% of fpl <sup>2</sup> , encouraging application processes while in the clinic or referral for assistance as needed.
B Provision of more in-depth application assistance.	Duration	Application Specialist, case managers and promotoras will assist patients assemble the application, gather and copy needed documents and meet with patients to assure application completeness and follow-through. Personnel will have vouchers for transit to CalFresh appointments. Personnel will assist patients in obtaining immediate food (see Objective 6) and in cases where a patient remains ineligible or unaccepting of CalFresh benefits and still experiences food insecurities, seek alternative solutions.

**Objective 5 – Patient Education and Activities:** To provide patients and those individuals and families who may be eligible for CalFresh benefits with easy access to program information and assistance in navigating the application process; to encourage patients to apply for CalFresh benefits and follow-through with at-risk but reluctant patients; specific activities within each clinic to provide education regarding CalFresh and healthy eating, diet and nutrition as related to prevention and management of disease, and opportunities to become involved in their own food security.

Task Description	Duration and/or Completion	Details and Outcomes
A Outreach	Duration	General outreach regarding CalFresh benefits to educate community members and link benefits to clinic services; events include Farmers' Markets and community fairs.
B Material Availability	Duration	Materials are displayed prominently in clinic waiting areas. Materials are also available to medical and dental support staff, nurses and providers. Materials are available through social media and websites maintained by ODCHC or links to sites vetted by ODCHC.
C Encouragement	Duration	Front desk and other clinical support staff discuss CalFresh as above. Medical and dental assistants and nurses will discuss food security, choices, preparation (means and/or knowledge) and connections between food and health. Providers will continue to educate patients on the

<sup>2</sup> While ODCHC is using the standard of 150% fpl as presumptive eligibility, no patient will be denied the opportunity to apply for CalFresh benefits.

		importance of food choices in preventing or managing disease. Case managers and promotoras will provide in-depth assistance and encouragement for application and use follow-through.	
F	Clinic Specific Activities	Duration See Objective 7 below.	
<p><b>Objective 6 – Emergency Assistance:</b> ODCHC will continue to respond to needs for food and food preparation supplies among its indigent patients who do not have, at the time, an alternative for obtaining high-quality nutritious food items or the ability to prepare edible meals. Food items and quantities, as well as frequency, will be limited to assure all patients in need have food security while applying for CalFresh benefits. All assistance will be designed to educate clients about and encourage enrollment in CalFresh.</p>			
Task Description		Duration and/or Completion	Deliverables and Outcomes
A	Emergency Food Supplies with CalFresh outreach	Duration	Indigent patients often need repeated visits, messages and assistance before completing the CalFresh application process. Providing emergency food along with CalFresh messages and enrollment support facilitates the process in a variety of important ways. Each ODCHC clinic site maintains an inventory of non-perishable high-protein food items. In most cases a limited but sufficient supply of food items to satisfy nutritional needs for one week will be provided. A second week of food could be provided if the situation has not improved and the application process has not been completed.
B	Preparation Supplies	Duration	Each ODCHC site maintains a small supply of basic food preparation items, in keeping with the food items to be provided (above). Such items include can openers, multi-purpose bowls and spoons, food storage containers and simple recipe cards that make good use of the food items provided. All supplies are distributed with CalFresh information and enrollment support.
<p><b>Objective 7 – Clinic-Specific Activities:</b> To provide clinic-population specific activities and opportunities for patients to access CalFresh Benefits, understand the importance of nutrition as it relates to health maintenance and the prevention or management of disease, and opportunities to become empowered and involved in creating personal and population food security.</p>			
Task Description		Duration and/or Completion	Deliverables and Outcomes
A	Burre Dental Center: "Healthy Smiles Days"	Monthly	Provide parents with information regarding health, oral health and dietary choices during monthly events. Educate parents in age-appropriate diet (types and textures of food) and oral hygiene. Include initial CalFresh screening and assistance and referral to case manager as needed.
B	Pediatric Clinics in Eureka Community Health and Wellness Center (Eureka); and, Humboldt Open Door Clinic (Arcata);	Duration	Assessment of parent/family eligibility for CalFresh to assure food security for all children. Provision of age-appropriate nutrition/diet-related games, books and other materials to engage children and parents in food choices, healthy eating, and CalFresh. Parent access to educational materials regarding diet and development.
C	Eureka Community Health and Wellness Center	Duration	Education and support groups focused on relationship between healthy food choices and health, including diabetes, hypertension, depression, stress/anxiety, insomnia and exercise. CalFresh is promoted as a facilitator of

			healthy choices.
D	Eureka Community Health and Wellness Center	Duration	Creation and maintenance of demonstration gardens designed to showcase home-gardening opportunities, including assistance to patients in creating home-gardens. Will include children's garden, "eco-system sustainable" gardening, and using CalFresh to buy seeds and starts.
E	Ferndale Community Health Center	Duration	Education and support groups focused on relationship between healthy food choices and health, including diabetes, hypertension, depression, stress/anxiety, insomnia and exercise. CalFresh is promoted as a facilitator of healthy choices.
F	Fortuna Community Health Center	Duration	Education and support groups focused on relationship between healthy food choices and health, including diabetes, hypertension, depression, stress/anxiety, insomnia and exercise. CalFresh is promoted as a facilitator of healthy choices.
G	Humboldt Open Door Clinic: Community Garden	Duration	Maintenance of patient/community involvement in community garden located on F Street in Arcata which has involved at least 50 patients and an equal number of community gardeners and volunteers during the current project period. Garden will be used to promote CalFresh and demonstrate how CalFresh can be used to create healthier diets and self-sufficiency.
H	Humboldt Open Door Clinic: HIV/AIDS	Duration	RN Case Managers will assure all patients have food security and assist with CalFresh applications and follow-through as needed.
I	McKinleyville Community Health Center	Duration	Education and support groups focused on relationship between healthy food choices and health, including diabetes, hypertension, depression, stress/anxiety, insomnia and exercise. CalFresh is promoted as a facilitator of healthy choices.
J	Mobile Health Services: Homeless Outreach	Duration	Outreach to individuals experiencing homelessness (up to 1,500 individuals) to promote CalFresh as a means of improving food security and support strategies for storage and preparation of meals conducive to circumstances and health promotion or disease management.
K	Mobile Health Services: Latino Health Promotion	Duration	Address community needs for food security and high rate of diabetes among Latino population, focused on those living in the Eel River Valley. Help patients understand how to use CalFresh to obtain culturally appropriate, health appropriate foods and use in prevention and management of illness. Includes a community garden in Fortuna providing opportunities for group support, education and access to fresh produce during growing season: garden to be expanded.
M	NorthCountry Clinic	Duration	Education and support groups focused on relationship between healthy food choices and health, including diabetes, hypertension, depression, stress/anxiety, insomnia and exercise. CalFresh is promoted as a facilitator of healthy choices.
N	Prenatal Services of NorthCountry: Prenatal Education	Duration	Increase information on the need for food security, making healthy food choices and the impact of food choices on pregnancy, infants and developing children. Emphasize assistance and follow-through to assure eligible pregnant

			women enroll in CalFresh and make appropriate use of benefits.
O	Telehealth & Visiting Specialist Center: HIV/AIDS	Duration	RN Case Managers will assure all patients have food security and assist with CalFresh applications and follow-through as needed.
P	Willow Creek Community Health Center	Duration	Education and support groups focused on relationship between healthy food choices and health, including diabetes, hypertension, depression, stress/anxiety, insomnia and exercise. CalFresh is promoted as a facilitator of healthy choices.
Q	Willow Creek Community Health Center: Demonstration and Community Garden	Duration	Maintain a demonstration and community garden. Education and support groups will augment the opportunities for CalFresh outreach and education, socialization and involvement in activities for individuals often isolated by their illnesses.

**Exhibit B  
Budget**

<b>A. PERSONNEL COSTS</b>		
Title: <b>Project Coordinator</b> Duties: Overall management of CalFresh Outreach activities, staff supervision, budget management, program goals, event and outreach activity planning, QI performance, communication management, liaison with Humboldt County DHHS	Salary: <b>\$54,642/yr @ 0.25 FTE x 18 months</b>	<b>20,491</b>
Title: <b>Assistant Coordinator</b> Duties: Assists Coordinator in event and outreach planning, materials development and distribution, training coordination, staff and training participant documentation; monitoring of productivity; generation of status reports.	Salary: <b>\$37,710/yr @ 0.60 FTE x 18 months</b>	<b>33,939</b>
Title: <b>Application Specialist</b> Duties: Works with patients and general community members and their families to screen, discuss needs, identify potential eligibility, make application for, reduce stigma, navigate application process, follow-up for follow-through and assist in re-application and retention.	Salary: <b>\$37,981/yr @ 0.80 FTE x 18 months</b>	<b>45,577</b>
Title: <b>Application Specialist</b> Duties: Works with patients and general community members and their families to screen, discuss needs, identify potential eligibility, make application for, reduce stigma, navigate application process, follow-up for follow-through and assist in re-application and retention.	Salary: <b>\$33,342/yr @ 0.80 FTE x 18 months</b>	<b>40,010</b>
Title: <b>Communication Specialist</b> Duties: Manages, updates, reviews, and coordinates messaging across website and social media pages; assists in content and graphic design of education and promotional materials including brochures and bulletin and other messaging.	Salary: <b>\$41,163/yr @ 0.10 FTE x 18 months</b>	<b>6,174</b>
Title: <b>Registered Nutritionist</b> Duties: Contributes and reviews educational materials for training, patient support groups, social media, and patient distribution.	Salary: <b>\$62,774/yr @ 0.15 FTE x 18 months</b>	<b>14,124</b>
Title: <b>Diabetic Educator</b> Duties: Contributes and reviews educational materials for training, patient support groups, social media and patient distribution; provides patient support groups regarding food security, food choices, food preparation and diet management as part of disease management.	Salary: <b>\$114,005/yr @ 0.10 FTE x 18 months</b>	<b>17,101</b>
Title: <b>Resource/Garden Coordinator</b> Duties: Supports community gardens in four clinic locations (Arcata, Eureka, Fortuna, Willow Creek), including planning, design, preparation, planning and maintenance, patient and community volunteer coordination, surplus harvest distribution to patients. Provides home gardening education. Focus on sustainable nutritious crops and healthy storage and preparation.	Salary: <b>\$38,230/yr @ 0.75 FTE x 18 months</b>	<b>43,009</b>
Title: <b>Resource Assistant</b> Duties: Supports community gardens in four clinic locations (Arcata, Eureka, Fortuna, Willow Creek), including patient and community volunteer coordination, garden preparation, planting and maintenance, and surplus harvest distribution.	Salary: <b>\$31,200/yr @ 0.20 FTE x 18 months</b>	<b>9,360</b>
Title: <b>Case Managers (Multiple)</b> Duties: In-Service Training Participants (overtime rate)	Salary: <b>8 people x \$30.04/hr x 3 hours</b>	<b>721</b>
Title: <b>Promotoras (Multiple)</b> Duties: In-Service Training Participants (overtime rate)	Salary: <b>3 people x \$30.04/hr x 3 hours</b>	<b>270</b>
Title: <b>Prenatal Educators (Multiple)</b> Duties: In-Service Training Participants (overtime rate)	Salary: <b>3 people x \$29.50/hr x 3 hours</b>	<b>266</b>
Title: <b>Front Desk Personnel (Multiple)</b> Duties: In-Service Training Participants (overtime rate)	Salary: <b>40 people x \$21.86/hr x 3 hours</b>	<b>2,623</b>
Title: <b>Medical Assistants (Multiple)</b> Duties: In-Service Training Participants (overtime rate)	Salary: <b>85 people x \$26.39/hr x 3 hours</b>	<b>6,729</b>
Title: <b>Dental Assistants (Multiple)</b> Duties: In-Service Training Participants (overtime rate)	Salary: <b>30 people x \$27.52/hr x 3 hours</b>	<b>2,477</b>

Title: Registered Nurses (Multiple)	Salary: 32 people x \$47.55/hr x 3 hours	4,565
Duties: In-Service Training Participants (overtime rate)		18,929
Benefits: FICA	@ 7.65% x \$247,436	2,103
Benefits: State Unemployment Insurance	@ 0.85% x \$247,436	34,616
Benefits: Health Insurance Contribution	@ 13.99% x \$247,436	3,712
Benefits: Retirement Contribution	@ 1.50% x \$247,436	7,398
Benefits: Workers' Compensation Insurance	@ 2.99% x \$247,436	3,093
Benefits: Other (LTD, EAP, Leave)	@ 1.25% x \$247,436	
<b>Total Personnel Costs:</b>		<b>317,287</b>
<b>B. OPERATIONAL COSTS *</b>		
PointCare Eligibility Screening Software – Basic	43 Licenses \$30/mo x 18 months	23,220
PointCare Eligibility Screening Software – Advanced	12 Licenses \$70/mo x 18 months	15,120
PointCare Eligibility Screening Software - Management	4 Licenses \$120/mo x 18 months	8,640
Training Materials (for staff in-service training)	30 pks @ \$5/pk x 12 trainings	1,800
Outreach & Educational Materials (for potential participants)	\$300/event x 36 events	10,800
Children's Materials (healthy diet and food choices)	\$100/event x 36 events	3,600
<b>Total Operational Costs:</b>		<b>63,180</b>
<b>C. CONSUMABLES/SUPPLIES</b>		
Healthy Snacks for Healthy Smiles Program	\$50 x 18 Events	900
Healthy Snacks for Prenatal Education Program	\$50 x 18 Events	900
Healthy Snacks for Chronic Disease Management Program	\$25 x 18 Events	450
Food Pantry (emergency support)	12 clinics x \$200/mo x 18 months	43,200
Food Preparation	12 clinics x \$25/mo x 18 months	5,400
<b>Total Consumable/Supplies:</b>		<b>50,850</b>
<b>D. TRANSPORTATION/TRAVEL</b>		
Mileage for Supervision, Planning, Events	3,000 miles x \$0.575/mile	1,725
Mileage for Clinic Staff Training	1,500 miles x \$0.575/mile	863
<b>Total Transportation/Travel:</b>		<b>2,588</b>
<b>E. OTHER COSTS</b>		
Garden Support – Arcata (existing)	\$150/month x 18 months	2,700
Garden Support – Eureka (existing)	\$250/month x 18 months	4,500
Garden Support – Fortuna (existing)	\$250/month x 18 months	4,500
Garden Support – Willow Creek (existing)	\$150/month x 18 months	2,700
<b>Total Other Costs:</b>		<b>14,400</b>
Administrative Costs @ 8.5% of Total Direct Costs (\$448,305 x 0.085)		38,106
<b>Total Project Costs :</b>		<b>486,411</b>

\*PointCare Eligibility Screening Software referenced in budget category (B) accounts for the total cost of licensing Open Door eligibility screening staff with the software. Every patient screened with the software will be screened for CalFresh and given educational support materials. Every patient who is income eligible for CalFresh will receive instant eligibility results and offered assistance to apply. PointCare reporting dashboards are comprehensive and maximize ability to track screenings and customize data for CalFresh reports.

**EXHIBIT B**

**CalFresh Outreach - Invoice**

<b>CBO Name</b> <b>Coordinator/Contact</b> <b>Address</b> <b>Phone</b>
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Invoice Date: 4/28/2015

Invoice # AB- \_\_\_\_\_ 0

Invoice Type: Monthly  Quarterly

Invoice Period: July - Sept. 2015

Description	Cost	Total Amount Due
Personnel Costs (Wages and Benefits)	\$0.00	
Operational Costs (Rent, Utilities, Phones, etc.)	\$0.00	
Consumables/Supplies (Supplies and Consumables should be separate)	\$0.00	
Transportation/Travel (Local and out of county should be separate)	\$0.00	
Other (Indirect Costs, Contracts, etc.)	\$0.00	
		<b>\$0.00</b>

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the expenditures are in accordance with the approved Agreement cited for services provided under the provision of that agreement. Full justification and backup records for the expenditures are maintained in our office at the address indicated.

Signature and date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Send invoice to:

**COUNTY OF HUMBOLDT**  
 DHHS, Financial Service Division  
 507 F Street, CB Unit  
 Eureka Ca 95501  
 Attn: CalFresh Billing Coordinator



\_\_\_\_\_ Date

\_\_\_\_\_ Date

(707) 441-5428 • Fax: (707) 441-5590