# PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN COUNTY OF HUMBOLDT AND [NAME OF CONTRACTOR] FOR FISCAL YEAR 2025-2026

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 20[\_\_], by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and [Name of Contractor], a [Name of State] [type of business], hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Social Services ("DHHS – Social Services"), desires to retain a qualified professional organization to provide community outreach services designed to increase the utilization of the CalFresh program by CalFresh eligible households with a focus on retention services in order to improve the health and economic stability of families and individuals in Humboldt County; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR represents that it is adequately trained, skilled, experienced and qualified to perform the community outreach services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

#### 1. OBLIGATIONS OF CONTRACTOR:

- A. <u>Provision of Community Outreach Services</u>. CONTRACTOR hereby agrees to provide the community outreach services described in Exhibit A Scope of Services and Exhibit B CalFresh Outreach Proposal, which are attached hereto and incorporated herein by reference as if set forth in full. In providing such services, CONTRACTOR agrees to fully cooperate with the DHHS Social Services Director or a designee thereof, hereinafter referred to as "Director."
- B. <u>Faith-Based Activities</u>. CONTRACTOR shall not engage in inherently religious activities (including, without limitation, worship, religious instruction, and proselytization), or otherwise exert any religious influence whatsoever, as part of the services provided pursuant to the terms and conditions of this Agreement. If CONTRACTOR conducts any religious activities as part of its standard operations, such activities must be offered separately, in time and location, from the services provided hereunder, and participation must be voluntary with respect to any individuals who have been referred to CONTRACTOR by COUNTY pursuant to the terms and conditions of this Agreement.
- C. <u>Use of Fixed Assets</u>. Any and all fixed assets acquired by CONTRACTOR pursuant to the terms and conditions of this Agreement shall be used only for the purpose of providing the services required hereunder. Any and all changes in the utilization of a fixed asset acquired pursuant to the terms and conditions of this Agreement must be approved by COUNTY in writing.

#### 2. TERM:

This Agreement shall begin on July 1, 2025 and shall remain in full force and effect until June 30, 2026, unless extended by a valid amendment hereto or sooner terminated as set forth herein.

#### 3. <u>TERMINATION</u>:

- A. <u>Termination for Cause</u>. COUNTY may, in its sole discretion, immediately terminate this Agreement, if CONTRACTOR fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.
- B. <u>Termination without Cause</u>. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination.
- C. <u>Termination due to Insufficient Funding</u>. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. <u>Compensation upon Termination</u>. In the event this Agreement is terminated, CONTRACTOR shall be entitled to compensation for uncompensated services provided pursuant to the terms and conditions set forth herein through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

#### 4. COMPENSATION:

- B. <u>Schedule of Rates</u>. The specific rates and costs applicable to this Agreement are set forth in Exhibit C CalFresh Outreach Budget, which is attached hereto and incorporated herein by reference as if set forth in full. Any shifts in funds to or from the personnel category of the budget must be approved in writing by COUNTY. CONTRACTOR may shift up to twenty percent (20%) of the budgeted amounts between all other categories without COUNTY's prior authorization. Indirect Costs shall not exceed ten percent (10%) of the total modified costs per the federal Office of Management and Budget's Uniform Administrative Requirements.
- D. <u>Additional Services</u>. Any additional services not otherwise set forth herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without COUNTY's prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum

payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

#### 5. PAYMENT:

- A. [Quarterly / Monthly] and Final Invoices. CONTRACTOR shall submit to COUNTY [quarterly / monthly] and final invoices substantiating the costs and expenses incurred, pursuant to the terms and conditions of this Agreement during the applicable invoice period as set forth in Exhibit D CalFresh Outreach Invoicing Guidelines, which is attached hereto and incorporated herein by reference as if set forth in full. Invoices submitted pursuant to the terms and conditions of this Agreement shall be prepared using a format that is substantially similar to Exhibit E CalFresh Outreach Invoice Worksheet and Summary Form, which is attached hereto and incorporated herein by reference as if set forth in full.
- B. [Quarterly / Monthly] and Final Invoice Summaries. CONTRACTOR shall submit to COUNTY [quarterly / monthly] and final invoice summaries substantiating the total costs incurred in each budget category during the applicable invoice period as set forth in Exhibit D CalFresh Outreach Invoicing Guidelines, which is attached hereto and incorporated herein by reference as if set forth in full. Invoice summaries submitted pursuant to the terms and conditions of this Agreement shall be prepared using a format that is substantially similar to Exhibit E CalFresh Outreach Invoice Worksheet and Summary Form, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. <u>Submission of Invoices and Invoice Summaries</u>. Any and all [quarterly / monthly] and final invoices and invoice summaries submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY electronically at the following address:

COUNTY: Humboldt County DHHS – Social Services

Attention: Financial Services Dhhsssbfiscal@co.humboldt.ca.us

#### 6. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County DHHS – Social Services

Attention: Nelia Green-Goodwin, Staff Services Analyst

929 Koster Street

Eureka, California 95501

CONTRACTOR: [Name of Contractor]

Attention: [Name of Contact Person], [Job Title]

[Street Address]

[City], [State] [Zip Code]

#### 7. REPORTING REQUIREMENTS:

A. <u>General Reporting Requirements</u>. CONTRACTOR hereby agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for

compliance with this Agreement. CONTRACTOR shall submit one (1) hard copy and one (1) electronic copy of any and all reports required pursuant to the terms and conditions of this Agreement in a format that complies with the Americans with Disabilities Act and any other applicable local, state, and federal accessibility laws, regulations and standards. Any and all reports required pursuant to the terms and conditions of this Agreement shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

- B. Quarterly Project Reports. CONTRACTOR shall submit quarterly project reports as set forth in Exhibit F CalFresh Outreach Reporting Guidelines, which is attached hereto and incorporated herein by reference as if set forth in full. Any and all quarterly project reports submitted pursuant to terms and conditions of this Agreement shall be prepared using a format that is substantially similar to Exhibit G CalFresh Outreach Quarterly Project Report Form, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. <u>Submission of Reports</u>. Any and all reports submitted pursuant to the terms and conditions of this Agreement shall be sent to COUNTY electronically at the following address:

COUNTY: Humboldt County DHHS – Social Services

Attention: Nelia Green-Goodwin, Staff Services Analyst

CalFreshOutreach@co.humboldt.ca.us

#### 8. RECORD RETENTION AND INSPECTION:

- A. <u>Maintenance and Preservation of Records</u>. CONTRACTOR hereby agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least five (5) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor, and any other duly authorized agents of the State of California, for a period of three (3) years after the date of final payment hereunder. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY, and any other duly authorized local, state and/or federal agencies, for a period of five (5) years after the date of final payment hereunder. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs associated with the administration of this Agreement.
- C. <u>Audit Costs</u>. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of

the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

#### 9. MONITORING:

CONTRACTOR hereby agrees that COUNTY has the right to monitor any and all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR shall cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, policies, procedures or business operations are identified by COUNTY. However, COUNTY is not responsible, and shall not be held accountable, for overseeing or evaluating the adequacy of CONTRACTOR's performance hereunder.

#### 10. CONFIDENTIAL INFORMATION:

- Α. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures - Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, but not limited to, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. <u>Continuing Compliance with Confidentiality Requirements</u>. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving, and that amendment of this Agreement may be required to ensure compliance with such developments. Each party hereby agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

#### 11. <u>SUSPENSION AND DEBARMENT:</u>

- A. <u>Legal Compliance</u>. CONTRACTOR hereby agrees to comply with any and all applicable local, state and federal suspension and debarment laws, regulations, policies, procedures and standards, including, without limitation, 7 C.F.R. Part 3017, 45 C.F.R. Part 76, 40 C.F.R. Part 32 and 34 C.F.R. Part 85.
- B. <u>Certification of Eligibility</u>. By executing this Agreement, CONTRACTOR certifies, to the best of its knowledge and belief, that it and its principals, assignees and successors in interest:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency.
- 2. Have not, within a three (3) year period preceding the effective date of this Agreement, been convicted of, or had a civil judgment rendered against it, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract at the local, state or federal level; violation of local, state or federal antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or receiving stolen property.
- Are not presently indicted for, or otherwise criminally or civilly charged by a local, state
  or federal governmental entity with, commission of any of the offenses referenced
  herein.
- 4. Have not, within a three (3) year period preceding the effective date of this Agreement, had one (1) or more public transactions with a local, state or federal entity terminated for cause or default.
- 5. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. Part 9, debarred, suspended, declared ineligible or voluntarily excluded from participation in such transaction, unless specifically authorized to do so by DHCS.
- C. <u>Construction of Provision</u>. The terms used herein shall have the meanings set forth in the definitions and coverage sections of the rules implementing Federal Executive Order 12549.
- D. <u>Effect of Non-Compliance</u>. Failure to meet any of the requirements set forth herein shall constitute a material breach of this Agreement, upon which COUNTY may, in addition to any other available remedies, immediately suspend any and all payments due hereunder or terminate this Agreement as provided herein.
- E. <u>Incorporation of Provisions</u>. CONTRACTOR hereby agrees to include the provisions contained herein, without substantial modification, in all lower tier covered transactions as well as all solicitations for lower tier covered transactions.

#### 12. NON-DISCRIMINATION COMPLIANCE:

Nondiscriminatory Delivery of Social Services. In connection with the execution of this Α. Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the administration of public assistance and social services programs. CONTRACTOR hereby assures that no person shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving local, state or federal financial assistance because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. COUNTY reserves the right to monitor the services provided hereunder in order to ensure compliance with the requirements of this provision.

- B. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.
- C. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, et seq. of Title 2 of the California Code of Regulations are incorporated herein by reference as if set forth in full.

#### 13. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONTRACTOR certifies that it 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 weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. CONTRACTOR hereby 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 subsequently becomes a Nuclear Weapons Contractor.

#### 14. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, et seq.) by doing all of the following:

- A. <u>Drug-Free Policy Statement</u>. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. <u>Drug-Free Awareness Program</u>. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about all of the following:

- 1. The dangers of drug abuse in the workplace;
- 2. CONTRACTOR's policy of maintaining a drug-free workplace;
- 3. Any available counseling, rehabilitation and employee assistance programs; and
- 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. <u>Drug-Free Employment Agreement</u>. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this Agreement shall:
  - 1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
  - 2. Agree to abide by CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. <u>Effect of Non-Compliance</u>. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

#### 15. INDEMNIFICATION:

- A. <u>Hold Harmless, Defense and Indemnification</u>. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities costs and expenses of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. <u>Effect of Insurance</u>. Acceptance of the insurance required by this Agreement shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

#### 16. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance, or other sufficient proof that the following provisions have been complied with, are received by the Humboldt County Risk Manager or a designee thereof.

- A. <u>General Insurance Requirements</u>. Without limiting CONTRACTOR's indemnification obligations set forth herein, CONTRACTOR, and its subcontractors hereunder, shall take out and maintain, throughout the entire term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR or its agents, officers, directors, employees, licensees, invitees, assignees 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 Two Million Dollars (\$2,000,000.00) per occurrence for any one

- (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
- 2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).

### OR

- 2. As stated in Exhibit A Scope of Services, CONTRACTOR will not drive an automobile in the performance of the services provided pursuant to the terms and conditions of this Agreement. If CONTRACTOR's responsibilities are changed in such a way that driving will be required during the performance of the services set forth herein, CONTRACTOR shall take out and maintain Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
- 3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officials, employees and volunteers.



3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers. If CONTRACTOR has no employees, CONTRACTOR may sign the following in lieu of Workers' Compensation Insurance:

"I hereby agree to comply with the provisions of California Labor Code Section 3700, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with state law, throughout the term of this Agreement."

CONTRACTOR:			
	[Name], [Job Title]	 Date	

- B. <u>Special Insurance Requirements</u>. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
  - The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, 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 COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:

- Includes contractual liability.
- Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
- c. Is the primary insurance with regard to COUNTY.
- 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 above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
- 3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) 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 (1) insured shall not operate to increase the limits of the insurer's liability.
- 4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
- 5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, 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. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) 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 any other available remedies, take out the necessary insurance and deduct the cost of said insurance 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 above-referenced aggregate limits.
- C. <u>Insurance Notices</u>. Any and all notices regarding the insurance required pursuant to the terms and conditions of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt

Attention: Risk Management 825 Fifth Street, Room 131 Eureka, California 95501

CONTRACTOR: [Name of Contractor]

Attention: [Name of Contact Person], [Job Title]

[Street Address]

[City], [State] [Zip Code]

#### 17. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. CONTRACTOR shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.

#### 18. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. <u>General Legal Requirements</u>. CONTRACTOR hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided pursuant to the terms and conditions of this Agreement.
- B. <u>Licensure Requirements</u>. CONTRACTOR hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the services provided pursuant to the terms and conditions of this Agreement, including, without limitation, the business licensure requirements set forth in Section 811-6(b) of the Humboldt County Code.
- C. <u>Accessibility Requirements</u>. CONTRACTOR hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 11135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. <u>Conflict of Interest Requirements</u>. CONTRACTOR hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

#### 19. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

#### 20. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

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

#### 21. PROTOCOLS:

Each party hereby agrees that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by each of the parties hereto.

#### 22. 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.

#### 23. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

#### 24. AGREEMENT SHALL BIND SUCCESSORS:

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 permitted assigns.

#### 25. WAIVER OF DEFAULT:

The waiver by either party of any breach 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 which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any and all funds disbursed to CONTRACTOR which COUNTY determines were not expended in accordance with the terms and conditions of this Agreement.

#### 26. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

#### 27. AMENDMENT:

This Agreement may be amended at any time during the term hereof upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the parties hereto.

#### 28. STANDARD OF PRACTICE:

CONTRACTOR warrants that it 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.

#### 29. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents, information and reports for its records. In the event this Agreement is terminated, for any reason whatsoever, CONTRACTOR shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation.

#### 30. JURISDICTION AND VENUE:

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

#### 31. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of any and all requests for interviews by the media related to this Agreement before such interviews take place. COUNTY shall be entitled to have a representative present at any and all interviews concerning the subject matter of this Agreement. Any and all notices required by this provision shall be given in accordance with the notice requirements set forth herein.

#### 32. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security and confidentiality requirements set forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third parties under subcontracts, whether approved by COUNTY or not.

#### 33. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, the term "prevailing party" means the party who dismisses an action 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.

#### 34. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 3(D) – Compensation upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this Agreement.

#### 35. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

#### **36. INTERPRETATION:**

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

#### 37. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, paragraphs and clauses set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

#### 38. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

#### 39. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

#### 40. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto,

transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

#### 41. <u>AUTHORITY TO EXECUTE</u>:

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.

[Signatures on Following Page]

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

#### TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER. [Remove if inapplicable]

NAME O	F CONTR	RACTOR]
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By:	Date:
Name:	
Title:	
Ву:	Date:
Name:	
Title:	[Remove if inapplicable]
COUNTY OF HUMBOLDT:	
By:	Date:
By:Risk Management	Date:
Exhibit A – Scope of Services Exhibit B – CalFresh Outreach Proposal Exhibit C – CalFresh Outreach Budget Exhibit D – CalFresh Outreach Invoicing Guidelines Exhibit E – CalFresh Outreach Invoice Worksheet and Exhibit F – CalFresh Outreach Reporting Guidelines Exhibit G – CalFresh Outreach Quarterly Project Repo	•

### EXHIBIT A SCOPE OF SERVICES

[Name of Contractor]
For Fiscal Year 2025-2026

CONTRACTOR shall provide community outreach services designed to increase participation in the CalFresh program by eligible households in order to improve the health and economic stability of families and individuals in Humboldt County.

#### 1. SERVICES:

- A. <u>Community Outreach Services</u>. CONTRACTOR shall Provide the CalFresh community outreach services set forth in Exhibit B CalFresh Outreach Proposal regarding utilization of the CalFresh Program. The CalFresh community outreach services provided pursuant to the terms and conditions of this Agreement shall include, without limitation, all of the following:
  - 1. Set up, and utilization, of an account as a Community Based Organization ("CBO") with www.BenefitsCal.com.
  - 2. Development and implementation of a service provision plan, with particular focus on the use of available technology, including but not limited to www.BenefitsCal.com in order to ensure that specialized community outreach services are provided to populations with low CalFresh participation rates.
  - 3. Assistance with CalFresh retention.
  - 4. Assistance with the CalFresh intake and enrollment processes.
  - 5. Assistance with the preparation and submission of CalFresh applications.
  - 6. Promotion of healthy eating and exercise practices with informational events and activities designed to reduce the stigma associated with the CalFresh program, link CalFresh to healthy food choices, and encourage utilization thereof.
- B. <u>Coordination Services</u>. CONTRACTOR shall designate a contact liaison to communicate, and coordinate the provision of the community outreach services set forth in Exhibit B CalFresh Outreach Proposal, with the CalFresh program.

#### 2. PLACE OF PERFORMANCE:

CONTRACTOR will provide the community outreach services set forth Exhibit B – CalFresh Outreach Proposal at various locations throughout Humboldt County.



CONTRACTOR will provide the community outreach services set forth Exhibit B – CalFresh Outreach Proposal at the primary site located at [Street Address], [City], California [Zip Code].

#### 3. RESTRICTIONS: [Remove if inapplicable]

CONTRACTOR shall not drive an automobile in the performance of the services provided pursuant to the terms and conditions of this Agreement. If CONTRACTOR's responsibilities are changed

in such a way that driving will be required during the performance of the services required hereunder, CONTRACTOR shall take out and maintain Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage prior to the commencement of any such driving. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).

### EXHIBIT B CALFRESH OUTREACH PROPOSAL

[Name of Contractor]
For Fiscal Year 2025-2026



#### CalFresh Outreach Partnership Proposal Guidelines For Fiscal Year 2025-2026

Federal and State funding for CalFresh Outreach has created an opportunity for community-based organizations and the Humboldt County Department of Health and Human Services ("DHHS") to partner in improving the health and economic stability of families and individuals in Humboldt County.

The objectives of the CalFresh Outreach program for 2025-2026 are to:

- Support enrollment and retention. Provide direct application enrollment and retention assistance, utilizing BenefitsCal.com when applicable.
- Reach populations with low CalFresh participation rates (such as working families, SSI/SSP recipients, seniors, students, persons in recovery, people who live remotely with low access to phones or internet and persons with limited literacy or ability to speak/read English).
- Educate community members about CalFresh and program changes.
- Reduce barriers to enrollment, including stigma, fear, language/literacy, internet or phone
  access and others. This could be by linking CalFresh to healthy nutritious food and providing
  CalFresh-related nutrition information and guidance, including how to shop for and cook
  nutritious food on a budget.

Interested? Read the contractor guidelines below. Complete and return the CalFresh Outreach Partnership Request Form and attachments. Send them to <a href="mailto:CalFreshOutreach@co.humboldt.ca.us">CalFreshOutreach@co.humboldt.ca.us</a>.

Questions can be directed to the DHHS CalFresh Outreach Analyst at 707-476-4760 or CalFreshOutreach@co.humboldt.ca.us.

Partnership requests received before March 31<sup>st</sup> will be considered. Partnership requests not received by the deadline of March 31<sup>st</sup> may be resubmitted for the next fiscal year.

#### CalFresh Outreach Partnership Contractor Guidelines For Fiscal Year 2025-2026

To receive funding for CalFresh Outreach activities, the contractor must agree to collaborate with the Department of Health & Human Services in the following ways:

- Provide a contact liaison to coordinate with the CalFresh program.
- Attend CalFresh Outreach training, keeping staff up to date on the CalFresh program.
- Utilize BenefitsCal.com CBO account when applicable for tracking activities.
- Submit all CalFresh related media to DHHS Media before publication (including social media posts, advertisements, newsletters, press releases, brochures, etc.). CalFresh funds cannot be used for TV, radio, or billboard advertising.
- Report on all activities conducted with CalFresh funding, including the number of individuals reached and/or served by completing Quarterly Reports.
- Submit invoices to DHHS Fiscal and Outreach Analyst and retain financial records for five years.
- Provide proof of insurance coverage listing the County as an additional insured (see below).
- Demonstrate that the organization can provide local contribution of 15% of total agreement. These funds cannot be from other Federal, State, or other DHHS funding sources.
- Contract with DHHS and commit to implementing the funded activities outlined in the organization's Partnership Request proposal.

Here are the steps to a successful CalFresh Outreach contract with DHHS:

	Process	Timing
Step 1	Organization submits a Partnership Request Form, project description, Outreach Estimates Form, and Partnership Request Budget Form to DHHS.	January 1st to March 31st
Step 2	DHHS reviews all requests. Organizations may be contacted with questions or suggested revisions. A meeting or site visit may be requested.	Two to four weeks
Step 3	Once approved contracts are developed and emailed to partner organizations. The organization prints a copy for signatures or requests a paper copy via mail.	Two to three weeks
Step 4	The contract is signed by the partner and returned to DHHS with proof of insurance (see insurance guidelines below).	Varies
Step 5	DHHS signs the contract and returns one copy of the signed contract to the partner.	One to two weeks

All CalFresh Outreach partners will be required to submit proof of insurance coverage to complete a contract with the County. All insurance requirements are clarified in the contract that will be mailed to

successful applicants. Applicant organizations must show proof of and maintain the following insurance, with the County certificated as an additionally insured:

- General Liability: \$2,000,000 per occurrence, if a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit (\$4,000,000)
- Automobile/Motor: \$1,000,000 combined single limit, any auto (If applicable)
- Workers Compensation and Employers Liability: \$1,000,000 per accident. This is required even for all-volunteer organizations.

Proposals may include insurance costs directly related to the proposed partnership project.

Most contracts will be paid on a reimbursement basis.

#### **Frequently Asked Questions**

#### What is a special population?

A special population is an identified sector of the population that has low enrollment in the CalFresh program. This could be community members who live rurally, students, persons aged over 65, English as Second Language customers or any number of other groups that have barriers to program access.

### How can our agency aid in retention assistance, when we usually put on nutrition demonstrations promoting CalFresh as a program to help buy healthy foods?

You could take your presentation skills and do a special day on how to complete CalFresh paperwork! Our CalFresh Outreach analyst can be contacted to set up a training with your staff on what to do and then your agency can help your community understand our forms.

### My agency does not have the ability to provide application and/or retention assistance. We do provide CalFresh brochures to our participants. Can we still get funding for our program?

Everyone is welcome to apply. To ensure ongoing funding achieves desired goals and continues to be available, priority will be given to agencies able to complete the identified focus. We provide outreach materials like flyers to any agency, even if they are not contracted to provide services.

### If I assist someone in applying for CalFresh and give them educational materials about the program, can I count them in multiple categories on reports?

Yes. They could count in the materials distributed category for the materials handed out and the application assisted category as well. They would not be able to be counted in Applications Assisted and Applications Provided. The important thing to remember is that everyone tracks their numbers differently and may have different ideas about what counts in one area versus another when completing reports. Explain how you do it in the narrative and you will have ensured you properly reported.

#### Do I have to use BenefitsCal.com to assist customers, and how does that work?

It is highly recommended you utilize BenefitsCal.com, as this is the preferred way to track applications assisted. The data is easily pulled by contractor and sent with quarterly reports to be accurately tracked. Utilizing technology also ensures applications/reports/documents are received by our office quickly and efficiently. Your agency determines who will have a CBO Manager account, who will then set the team up with Assistor Accounts for individual use. Creating the account is easy, with videos and tutorials available on BenefitsCal.com.

#### Can I use this funding to buy food for my program?

Consumables are part of the potential items that can be included in your budget but should not be the focus. This is not a grant, and the funds are paid through a reimbursement process for services contracted in a legally binding agreement between your agency and DHHS. Food purchases included in the contract budget and approved by DHHS are billable. The food cannot be used for staff, only customers being assisted with services.

### CalFresh Outreach funds are special funding for outreach separate from other CalFresh funding, right?

CalFresh outreach funding is from the same fund as CalFresh administration. This Fund pays for the staff that administers these benefits and the outreach contracts. These funds are not unlimited and the ability to administer the CalFresh program is the highest priority for use of funds. CalFresh Outreach funds are the secondary priority of this funding. It is a priority of our agency to ensure we continue to contract for outreach and provide these funds to our partners. The outreach services partner agencies perform are important in reducing food insecurity in our community.

#### The 15% local contribution is new, what does that mean for me?

Funding for CalFresh Outreach is State, Federal, and County funded. To offset budget reduction needs, partners pursuing a CalFresh Outreach contract will need to contribute 15% of their budget total from another source. This cannot be from Federal, State or DHHS funds if other contracts exist with DHHS. The invoices will be reimbursed at 85% of the invoiced amount. The other 15% will be provided by the Contractor.

#### My staff does some CalFresh activities, can I have their pay included on my contract budget?

The personnel cost that is included in the budget for this agreement is only for the portion of work that is directly tied to CalFresh outreach activities contracted by DHHS to be completed by your agency. Example: Let's say a staff member's primary duty is to assist customers in finding housing. During a 40-hour work week they spend an hour every day reviewing CalFresh with customers and helping them access or keep their benefits with DHHS. This would mean that 5 hours of work in the 40-hour work week could be covered by this contract. Clearly explaining the FTE for a position and backing up the amount you are requesting with information about the quantity of time spent on CalFresh outreach activities versus regular duties will help to ensure it can be included in the contract.



### Humboldt County CalFresh Outreach Partnership Request Form For Fiscal Year 2025-2026

Organization Name:
Address:
Contact Name and Job Title:
Email(s):
Phone:
Project Title:
A complete application includes this form, a completed Partnership Budget Form, Outreach Estimate Form and an attached narrative. Answer the following questions.
A. Project Description Narrative (please attach a maximum of 6 pages)
1. Describe the activities and events that will be completed specifically with CalFresh Outreach funding Include the total number of people you will serve or reach and if your program will focus on a particular group or geographic area. Note any special populations you plan to serve. Be sure to focus on how staff will assist customers in applying for and/or retaining CalFresh benefits.
2. Describe staff abilities to complete outreach duties while completing other work for your agency Include how many people will be conducting CalFresh Outreach, staff turnover for your agency an ability to keep staff trained on the CalFresh program and outreach activities. Include how staff time with the specifically related to contracted CalFresh Outreach activities.
3. What difference will increased CalFresh enrollment make in your community or neighborhood for th population you are serving? How will the proposed activities fit into or relate to other programs in you organization and community?
<b>4.</b> Describe your organization's capacity to succeed with the proposed project. What are your plans, any, for continuing the work after the proposed project is complete.
<ol><li>Describe how your organization will use a BenefitsCal.com CBO account to help customers wit applications and retention.</li></ol>
B. Which of the CalFresh program goals will you pursue? Check all that apply.
Assist with CalFresh retention.
Assist and facilitate CalFresh applications.
Assist and support customers through the CalFresh enrollment process.
☐ Provide specialized services to reach populations with low CalFresh Participation Rates

## FY 25-26 CalFresh Community Outreach Services Agreement Template Reduce the stigma associated with the CalFresh program.

#### **C. Other Funding Sources**

- 1. What other DHHS funding does your organization receive? Include any current contracts as well as any pending applications.
- 2. What other funding outside of DHHS support the proposed activities?
- 3. What funding will be used for the 15% local contribution amount?

#### D. Partnership Request Budget Form and Outreach Estimates Form

- 1. Complete the attached Outreach Estimates Form.
- 2. Complete the attached Partnership Request Budget Form.

### Humboldt County CalFresh Outreach Estimates Form For Fiscal Year 2025-2026

To the extent possible, please provide estimates of the individuals you hope to reach with your CalFresh outreach activities. For example, if you plan to host a senior lunch and distribute CalFresh program material to 100 participants and applications to at least 10 participants, you should enter 100 for "distributing CalFresh educational materials" and 10 for "providing/handing out applications."

Oı	ıtreach Activity	Projected Total of Individuals Reached
1.	Distributing CalFresh educational materials (i.e. providing information on eligibility and program requirements, how to apply, etc. This may include website visits, social media, posts, newsletters, mailers, fliers, etc.)	marviduais reducied
2.	Providing/handing out applications (i.e. physically handing customers an app, directing them to BenefitsCal.com or the Social Services office, providing internet or phone access for application process, etc.).	
3.	Assisting with applications (i.e. the number of applications a staff member helps complete, this includes on BenefitsCal.com and/or paper applications that staff fax or otherwise submit on the customers behalf, etc.).	
4.	Assisting with retention (i.e. assisting customers in completing their Semi-Annual Reports (SAR7) or Annual Recertifications (RE), assisting with collecting and submitting necessary verifications, this includes documents submitted through BenefitsCal.com, fax, mail etc.).	
5.	Completing retention referrals (i.e. prompting customers already receiving CalFresh to contact Social Services to update County records for address and income changes, benefit questions, interpreting Notices of Action or other County forms, etc.)	
6.	Assisting with DHHS visits (i.e. staff providing transportation, giving a bus pass, accompanying for interview, etc.).	

### Humboldt County CalFresh Outreach Partnership Request Budget Form For Fiscal Year 2025-2026

Please use this form to submit a project budget. For major expenses be specific. For personnel, include a description of your salary calculation and a brief description of duties/tasks covered by this budget. Descriptions of each budget category are provided below.

A. Personnel Costs	
Title: Duties Description:	\$
Title: Duties Description:	\$
Title: Duties Description:	\$
Total Personnel Costs:	\$
B. Operational Costs	
Item: Description:	\$
Item: Description:	\$
Item: Description:	\$
Total Operational Costs:	\$
C. Supply Costs	
Item: Description:	\$
Item: Description:	\$
Item: Description:	\$
Total Supply Costs:	\$
D. Transportation Costs	
Item: Description:	\$
Total Transportation Costs:	\$
E. Indirect Costs	
Item: Overhead and Administration	\$
<b>Description:</b> May not exceed ten percent (10%) of total direct costs	
Total Indirect Costs:	\$
Total:	\$
DHHS Total (85%):	\$
Matching Funds Total (15%):	\$

**Personnel:** include all employee costs, but not independent contractors. List each employee type separately. Examples of calculations are: 15% of \$2,000/mo. X 6 months; 20 hrs X \$15/hr X 52 weeks + benefits. Fluctuations of up to ten percent (10%) of salary calculation to account for wage increases, new hires, *etc.* are allowable if total amount of Personnel Costs category does not increase. Any shift of funds to or from the personnel category must be approved in writing by COUNTY. CONTRACTOR may shift up to twenty percent (20%) of budgeted amounts between all other budget categories without

prior written approval by COUNTY.

**Operational:** include all direct and indirect expenses for the project, except consumable supplies and travel. Include such things as rent, office supplies, postage, paper, communications, equipment, contract labor or services, and overhead or administrative costs. Please list each type of cost separately.

**Supplies:** includes items that will be used-up/consumed by participants or staff - food, meal or meeting supplies, etc.

**Transportation:** vehicle purchase or rental costs, employee per-mile reimbursements, and other travel-related expenses.

**Other:** includes anything not already covered in the budget categories above. List each expense separately.

**Overhead and administrative costs** may not exceed ten percent (10%) of the total modified total costs, per OMB Federal Guidance.

### EXHIBIT C CALFRESH OUTREACH BUDGET

[Name of Contractor]
For Fiscal Year 2025-2026

A. Personnel Costs	
Title: Duties Description:	\$
Title:	\$
Duties Description:	•
Title: Duties Description:	\$
Title:	\$
Duties Description:	·
Total Personnel Costs:	\$
B. Operational Costs	
Item:	\$
Description:	
Total Operational Costs:	\$
C. Supply Costs Item:	
Description:	\$
Item:	
Description:	\$
Item:	Φ.
Description:	\$
Item:	\$
Description:	Φ
Total Supply Costs:	\$
D. Transportation Costs	
Item:	\$
Description:	
Total Transportation Costs:	\$
E. Indirect Costs	
Item: Overhead and Administration	\$
<b>Description:</b> May not exceed ten percent (10%) of total direct costs	
Total Indirect Costs:	\$
Total:	\$
DHHS Total (85%):	\$
Matching Funds Total (15%):	\$

Fluctuations of up to ten percent (10%) of salary calculation to account for wage increases, new hires, *etc.* are allowable if total amount of Personnel Costs category does not increase. Any shift of funds to or from the personnel category must be approved in writing by COUNTY. CONTRACTOR may shift up to twenty percent (20%) of budgeted amounts between all other budget categories without prior written approval by COUNTY.

### EXHIBIT D CALFRESH OUTREACH INVOICING GUIDELINES

[Name of Contractor]
For Fiscal Year 2025-2026

CONTRACTOR shall prepare and submit all quarterly and final invoices and invoice summaries in accordance with the following invoicing guidelines in order to ensure compliance with any and all applicable local, state and federal laws, regulations and standards.

#### 1. INVOICING SCHEDULE:

Quarterly invoices and invoice summaries are due within thirty (30) days after the expiration of each quarter in which this Agreement is active. Final invoices and invoice summaries are due within thirty (30) days following the expiration or termination date of this Agreement. The following table includes the expiration dates of each applicable quarter as well as the due dates for all quarterly and final invoices and invoice summaries submitted pursuant to the terms and conditions of this Agreement.

Quarter*	Dates Included	Date Invoices Due to DHHS
1	July 1 through September 30	October 31
2	October 1 through December 31	January 31
3	January 1 through March 31	April 30
4	April 1 through June 30	July 31
Final	Entire Agreement term	Thirty (30) days after expiration or termination

\*Note: Contractors who are providing services pursuant to the terms and conditions of an agreement with a maximum amount payable of Fifteen Thousand Dollars (\$15,000.00) or less shall only be required to submit a final invoice and invoice summary.

#### 2. BACKUP DOCUMENTATION:

Backup documentation, including, without limitation, payroll records, receipts, bills and invoices, are not required to be submitted with quarterly or final invoices unless requested by COUNTY.



CONTRACTOR shall prepare and submit all monthly and final invoices and invoice summaries in accordance with the following invoicing guidelines in order to ensure compliance with any and all applicable local, state and federal laws, regulations and standards.

#### 1. INVOICING SCHEDULE:

Monthly invoices and invoice summaries are due within thirty (30) days after the expiration of each month in which this Agreement is active. Final invoices and invoice summaries are due within thirty (30) days following the expiration or termination date of this Agreement. Contractors who are providing services pursuant to the terms and conditions of an agreement with a maximum amount payable of Fifteen Thousand Dollars (\$15,000.00) or less shall only be required to submit a final invoice and invoice summary.

#### 2. BACKUP DOCUMENTATION:

Backup documentation, including, without limitation, payroll records, receipts, bills and invoices, are not required to be submitted with quarterly or final invoices unless requested by COUNTY.

### EXHIBIT E CALFRESH OUTREACH INVOICE WORKSHEET AND SUMMARY FORM

[Name of Contractor]
For Fiscal Year 2025-2026

Exhibit E

CalFresh Outreach Itemized Invoice Worksheet

Invoice Date:				Contract Term:	7/1/25-6/	30/26	
Invoice Type:	Quarterly			Invoice Period:	Q1 July 1 - Se	ept 30, 25	
					Previous	Approved	Remaining
Descriptions:				Invoice Amounts	Invoice Totals	Budget	Balance
A. Personnel Cost	ts						
Title:				ća na	60.00	£0.00	£0.00
Salary Calculation	E .			\$0.00	\$0.00	\$0.00	\$0.00
Duties Description	n:						
Title:							
Salary Calculation	ii.			\$0.00	\$0.00	\$0.00	\$0.00
Duties Description	n:						
Title:							
Salary Calculation	ii.			\$0.00	\$0.00	\$0.00	\$0.00
Duties Description	n:						
Title:							
Salary Calculation	i:			\$0.00	\$0.00	\$0.00	\$0.00
Duties Description	n:						
Title:							
Salary Calculation	ı			\$0.00	\$0.00	\$0.00	\$0.00
Duties Description	n:						
Title:							
Salary Calculation	ı:			\$0.00	\$0.00	\$0.00	\$0.00
Duties Description	n:						
			Total Personnel:	\$0.00	\$0.00	\$0.00	\$0.00
			Total Personner.	\$0.00	Previous	Approved	Remaining
				Invoice Amounts		Budget	Balance
B. Operational Co	osts (Rent, Utilities, Pho	ones, etc)					
Title:							
Description:				\$0.00	\$0.00	\$0.00	\$0.00
Title:							
Description:				\$0.00	\$0.00	\$0.00	\$0.00
Title:				<b>,</b>	•		,,,,,,
Description:				\$0.00	\$0.00	\$0.00	\$0.00
Description:				\$0.00	30.00	\$0.00	30.00
Title:				40.00	42.42	45.55	40.00
Description:				\$0.00	\$0.00	\$0.00	\$0.00
Title:							
Description:				\$0.00	\$0.00	\$0.00	\$0.00
			Total Operating Costs:	\$0.00	\$0.00	\$0.00	\$0.00

			Invoice Amounts	Previous Invoice Totals	Approved Budget	Remaining Balance
C. Consumables/Supplies (Supplies and Consumables should by	oe separate)					
Title:						
Description:			\$0.00	\$0.00	\$0.00	\$0.00
Title:						
Description:			\$0.00	\$0.00	\$0.00	\$0.00
Title:						
Description:			\$0.00	\$0.00	\$0.00	\$0.00
Title:						
Description:			\$0.00	\$0.00	\$0.00	\$0.00
Title:						
Description:			\$0.00	\$0.00	\$0.00	\$0.00
	Total Cor	nsumabales/Supplies:	\$0.00	\$0.00	\$0.00	\$0.00
				Previous	Approved	Remaining
D. Transportation/Travel (Local and Out of County should be	separate):		Invoice Amounts	Invoice Totals	Budget	Balance
Title:						
Description:			\$0.00	\$0.00	\$0.00	\$0.00
Title:						
Description:			\$0.00	\$0.00	\$0.00	\$0.00
Title:						
Description:			\$0.00	\$0.00	\$0.00	\$0.00
	Total Trans	sporation/Travel Costs:	\$0.00	\$0.00	\$0.00	\$0.00
	Total Hall	sporation, maver costs.	\$0.00	Previous	Approved	Remaining
E. Other Costs (Indirect Costs, Contracts, etc.)			Invoice Amounts	Invoice Totals	Budget	Balance
Title:						
Description:			\$0.00	\$0.00	\$0.00	\$0.00
Title:						
Description:			\$0.00	\$0.00	\$0.00	\$0.00
Title:			\$0.00	\$0.00	<b>\$0.00</b>	<b>\$0.00</b>
			60.00	60.00	ć0.00	60.00
Description:		Total Other Contro	\$0.00	\$0.00	\$0.00	\$0.00
		Total Other Costs:  Totals:	\$0.00	\$0.00	\$0.00	\$0.00
		Invoice Total:		*will be reimbu		
Contract Term:		Previously expended amount:	\$0.00	]		
Contract Cap:		Remaining Contract Amount:	\$0.00			

Any shift of funds to or from the personnel category must be approved in writing by County. CONTRACTOR may shift up to 20% of budgeted amounts between all other categories without written approval by COUNTY. Indirect Costs are not allowed to exceed 10% of the total modified total costs, per OMB Federal Guidance.

FY 25/26 (rev. 10/30/2024)

#### Exhibit E

#### CalFresh Outreach Invoice Summary

Contractor Name Coordinator/Contact Address Phone

Invoice Date:	1/0/1900		C	Contract Term:	7/1/25-6/30/26
Invoice Type:	Quarterly		li	nvoice Period:	Q1 July 1 - Sept 30, 25
Description			т	otals	
Personnel Costs (W	ages and benefits)		ş	60.00	
Operational Costs (	(Rent, Utilities, Phones, etc.)		\$	0.00	
Consumables/Supp	olies (Supplies and Consumab	les should be separate)	\$	60.00	
Transporation/Tra	vel (Local and out of county si	hould be separate)	ş	60.00	
Other (Indirect Cos	sts, Contracts, etc)		\$	0.00	
accordance with	the approved Agreement co or the expenditures are ma	Total a is, to the best of my knowledge, c ited for services provided under th intained in our office at the addres	e provision of	accurate; the expe	
Print Name and Tit	le:				
Send invoice to:		of HUS			
COUNTY OF E DHHS, Financial 507 F Street, CB	Service Division	ST. ST. HUNDE	Program Coo	ordinator	Date
Eureka Ca 9550 Attn: Social Serv (707) 441-5424		S Home of the Redwoods	Fiscal Coordi		Date
		of the No	Budget Unit/	Line	

### EXHIBIT F CALFRESH OUTREACH REPORTING GUIDELINES

[Name of Contractor]
For Fiscal Year 2025-2026

CONTRACTOR shall prepare and submit all quarterly reports in accordance with the following reporting guidelines in order to ensure compliance with any and all applicable local, state and federal laws, regulations and standards.

#### 1. REPORTING SCHEDULE:

Quarterly project reports are due within thirty (30) days after the expiration of each quarter in which this Agreement is active. The following table includes the expiration dates of each applicable quarter as well as the due dates for all quarterly reports submitted pursuant to the terms and conditions of this Agreement.

Quarter*	Dates Included	Date Invoices Due to DHHS
1	July 1 through September 30	October 31
2	October 1 through December 31	January 31
3	January 1 through March 31	April 30
4	April 1 through June 30	July 31

#### 2. QUARTERLY REPORT NARRATIVE:

Quarterly report narratives should include, at a minimum, all of the following:

- A detailed description of the community outreach services that were provided pursuant to the terms and conditions of this Agreement.
- A detailed description of how the community outreach services that were provided pursuant to the terms and conditions of this Agreement support the CalFresh program.
- A detailed description of how the figures listed in each section of the report were calculated.
- A detailed description of how the community outreach services that were provided pursuant to the terms and conditions of this Agreement reached the intended populations.
- A detailed description of how the community outreach services that were provided pursuant to the terms and conditions of this Agreement produced the intended results.
- A detailed description of any unintended outcomes that resulted from the community outreach services that were provided pursuant to the terms and conditions of this Agreement.
- A detailed description of the effectiveness and efficiency of the community outreach services that were provided pursuant to the terms and conditions of this Agreement.
- A detailed description of what your organization could have done differently to support the CalFresh program and how you organization is prepared to make such changes, if applicable.

### EXHIBIT G CALFRESH OUTREACH QUARTERLY PROJECT REPORT FORM

[Name of Contractor]
For Fiscal Year 2025-2026





### Humboldt County CalFresh Outreach Contract Quarterly Report Form For Fiscal Year 2025-2026

CalFresh Outreach partnership contracts are an opportunity for community-based organizations and the Humboldt County Department of Health & Human Services (DHHS) to work together to improve the health of our community. As part of the contract agreement, reports must be completed and submitted to track progress and activities.

**Due dates: Quarterly reports are based on DHHS fiscal year quarters.** The table below shows each fiscal year quarter and the report due dates.

Quarter Dates Included		Date Report Due to DHHS		
1	July 1 through September 30	October 31		
2	October 1 through December 31	January 31		
3	January 1 through March 31	April 30		
4	April 1 through June 30	July 31		

#### Submission of reports:

All reports are sent to **both** CalFresh Outreach and the DHHS Contract Unit at the following addresses:

<u>CalFreshOutreach@co.humboldt.ca.us</u> DHHS-ContractUnit@co.humboldt.ca.us

OR:

Humboldt County DHHS – Social Services Attention: Nelia Green-Goodwin, Staff Services Analyst 929 Koster St. Eureka, CA 95501

#### **Outreach Activity totals:**

Use this section to provide quantitative data on Outreach activities. Include the report summary from BenefitsCal.com for the quarter's three months as documentation.

#### **Report Narrative:**

Use the narrative section to explain the Outreach Activities your organization completed or participated in. Remember to talk about both processes and outcomes whenever possible.

#### Need help?

Please email <u>CalFreshOutreach@co.humboldt.ca.us</u> or call Nelia Green-Goodwin at 707-476-4760 if you need any assistance.



### Humboldt County CalFresh Outreach Partnership Quarterly Report Form

Organization Name:					
Data Year:					
Please Check Ap	plicable Report Cycle (d	o not edit cycle inform	ation):		
Quarter 1 Quarter 2 Quarter 3 Quarter 4	(July 1-Sept. 30) (Oct. 1- Dec. 31) (Jan. 1 – March 31) (April 1- June 30)	Due October 31 Due January 31 Due April 30 Due July 31			
Contact Name: _	P	none:	Email:		

**Instructions**: Enter the numbers of people you reached or served in the tables below, being careful not to duplicate counts. Projected Totals are from your proposal document. Quarter Actuals are for the 3 months on the current report. Cumulative Total is the running total actuals over the contract term.

#### **Outreach Activities totals:**

Outreach Activity	Projected Total	Quarter Total	Cumulative Total
7. Total CalFresh educational materials distributed (i.e. providing information on eligibility and program requirements, how to apply, etc. This may include website visits, social media, posts, newsletter, mailers, fliers, etc.)			
1.1 Website visits (specifically CalFresh tab on your site or CalFresh information page).			
1.2 Number of Social Media posts about CalFresh			
1.3 Number of newsletters, mailers, fliers, or other agency publications covering CalFresh distributed			

8.	Total Applications provided/handed out (i.e. physically handing customers an app, directing them to BenefitsCal.com or the Social Services office, providing internet or phone access for application process, etc.).		
	2.1 Applications completed as a result of a BenefitsCal Referral Campaign		
9.	Total Applications assisted (i.e. the number of applications a staff member helps complete, this includes on BenefitsCal.com and/or paper applications that staff fax or otherwise submit on the customers behalf, etc.).		
	3.1 Applications assisted in BenefitsCal		
10	. Total Retention services provided (i.e. assisting customers in completing their Semi-Annual Reports (SAR7) or Annual Recertifications (RE), assisting with collecting and submitting necessary verifications, this includes documents submitted through BenefitsCal.com, fax, mail etc.).		
	4.1 Documents/Reports uploaded to BenefitsCal		
11	Retention referrals provided (i.e. prompting customers already receiving CalFresh to contact Social Services to update County records for address and income changes, benefit questions, interpreting Notices of Action or other County forms, etc.)		
12	DHHS visits assisted (i.e. staff providing transportation, giving a bus pass, accompanying for interview, etc.).	 	

#### **Report Narrative**

**Enrollment and Retention:** How did your organization's programs and services support CalFresh enrollment and retention last quarter? Provide specific details of the activities completed, including tracking methods for the number of individuals reached, successes, barriers, and special populations served.

**Positive Messaging:** Describe how your organization used positive messaging and activities to link CalFresh benefits to a healthy lifestyle and destignatize the program last quarter. Explain how these activities engaged participants and connected them to enrollment or retention opportunities. Did the programs/services reach their intended populations, and were participants satisfied?

**Media:** Provide details of the media messaging your organization delivered last quarter. Describe the materials, messages, or tools used, any modifications made for your audience, and suggestions for improvement. Indicate if additional tools are needed.

**Closing:** Share a story or comment related to your CalFresh Outreach activities from the past quarter. This can include success stories, challenges overcome, or events highlighting your agency's strength as a DHHS partner. Reflect on lessons learned and potential programmatic or organizational changes based on your reported outcomes. Offer any additional comments or recommendations regarding the relationship between DHHS CalFresh Outreach and your organization, and any other relevant information.

**Fourth Quarter Narrative:** As your CalFresh Outreach contract comes to an end, did your cumulative totals meet your projected goals for the year? Why or why not?

#### **Frequently Asked Questions**

#### What is a special population?

A special population is an identified sector of the population that has low enrollment in the CalFresh program. This could be people who live rurally, students, persons aged over 65, ESL customers or any number of other groups that have barriers to program access.

#### How do I make sure I am not duplicating counts?

Many times people will receive multiple handouts from your agency, or you will assist multiple people in a household. Here is an example: if you provided an application to a family of five, this would be entered as "1" for applications provided not as "5" for each person in the home. This is because you provided one application to the household. If you explain how you count in the narrative section, you will be making sure your data is clear and will not need to worry about duplicating counts in error.

### If I assist someone in applying for CalFresh and give them educational materials, can I count them in multiple categories on reports?

Yes. They could count in the materials distributed category and the application assisted category. They would not be able to be counted in Applications Assisted and Applications Provided. The important thing to remember is that everyone tracks their numbers differently and may have different ideas about what counts in one area versus another when completing reports. Explain how your agency does it in the narrative and you will have ensured you properly reported.

#### Where do I put how many meals or food bags were distributed?

This section has been removed from our report tracking to align with the current focus for these agreements. You can include information about food distribution performed by your agency in the narrative for Section B. Positive Messaging if applicable.

### My agency is reusing print media developed previously that DHHS Media already approved. Does DHHS Media need to review it again?

Please send it through again. Anything that will be distributed with CalFresh messaging needs to go through DHHS Media for approval. If it was approved in the past there might be something that needs to be updated. CalFresh recently rebranded and it is important that we use current logos and information.

#### Do we need to include pictures or other documentation of our program?

If you used BenefitsCal.com we request you submit the quarterly summaries of applications assisted. This report can be pulled from the Managers Dashboard. It is not required that you provide other additional items regarding your program. You can provide them if you would like to. Items like surveys or program pictures can be included if you wish. If you are looking to include something like program or event surveys, please summarize the information in them instead of submitting participant originals.

#### My report might be late due to circumstances outside my control. What do I do?

Please email <u>CalFreshOutreach@co.humboldt.ca.us</u> with the reason for the delay and the expected date the report will be submitted. This allows for a record of why the delay occurred if it is ever questioned.