



AGENDA ITEM NO.
C-14

COUNTY OF HUMBOLDT

For the meeting of: April 5, 2016

Date: March 14, 2016

To: Board of Supervisors

From: Connie Beck, Director *sw for*
Department of Health and Human Services-Social Services

Subject: Authorization for the Social Services Director to sign Agreements with Community Based Organizations for Participation with CalFresh Outreach and Support Activities

RECOMMENDATION(S):
That the Board of Supervisors:

1. Approves the attached form Agreement for Community Based Organizations participating with the Department of Health and Human Services (DHHS) for CalFresh Outreach and Support activities each to not exceed \$48,000 for fiscal year 2016-17;
2. Authorizes the Director of DHHS- Social Services to sign individual agreements for CalFresh Outreach and Support activities on behalf of the Board of Supervisors substantially in the form of the attached sample Agreement upon proof of insurance; and
3. Directs the Clerk of the Board to return a certified copy of the board order to the DHHS-Contract Unit.

SOURCE OF FUNDING:
Social Services Fund 1160

Prepared by Leigh Pierre-Oetker
 Auditor MSM County Counsel HO Personnel _____ Risk Manager KW Other _____
 CAO Approval *[Signature]*

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
 Upon motion of Supervisor Fennell Seconded by Supervisor Bass
 Ayes Sundberg, Fennell, Lovelace, Bohn, Bass
 Nays _____
 Abstain _____
 Absent _____

PREVIOUS ACTION/REFERRAL:
 Board Order No. C-13, C-6, C-31, C-22
 Meeting of: 2/14/12, 7/09/13, 06/24/14, 6/23/15

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

Dated: April 5, 2016
 By: *[Signature]*
 Kathy Hayes, Clerk of the Board

DISCUSSION:

Beginning in early 2012, the Board approved the execution of agreements related to California's Food Stamp program, now called CalFresh. On February 14, 2012 (item C-13), July 9, 2013 (item C-6), June 24, 2014 (C-31) and on June 23, 2015 (C-22) the Board approved CalFresh Outreach Agreements with Community Based Organizations (CBOs) for amounts of \$48,000 or less. All agreements focused on CalFresh outreach activities and enrollment assistance. They also could incorporate nutrition education, food security or activities related to wellness and obesity prevention. Approximately 30 to 40 contracts have been signed each fiscal year under this program. With approval of this form Agreement, DHHS will continue to partner with CBOs to expand and improve CalFresh Outreach, to increase application assistance in community settings, and to expand enrollment and retention support at the community level.

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. Beyond the name and image changes, CDSS also made significant program changes to increase CalFresh use by reducing enrollment and retention barriers. 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 the 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 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, we still look for ways to improve services and conduct outreach activities.

In addition to outreach, CDSS and DHHS are focused on two additional factors related to program success: enrollment support and retention. Approximately half of all applications are denied each month, largely due to missed interviews and missing verification documents. Similarly, each month a significant number of beneficiaries fall off the program and re-apply. With the Service Center and front lobby changes, DHHS has significantly improved its customer service internally. DHHS has engaged community partners to assist with application documentation support and assistance with retention to further improve customer service to our mutual clients. We also host an annual CalFresh Forum for our community partners to seek input and work on ways to do the work better.

Execution of this form Agreement will allow DHHS to continue to foster relationships with partners for outreach, enrollment and retention support. Increasing CalFresh utilization by eligible households promotes a safe, healthy and 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.

Therefore, DHHS recommends that the Board approve the attached form Agreement for Community Based Organizations participating with the Department of Health and Human Services (DHHS) for CalFresh Outreach and Support activities each to not exceed \$48,000 for fiscal year 2016-17 and authorizes the Director of DHHS-Social Services to sign individual agreements with Community Based Organizations for CalFresh Outreach and Support activities.

FINANCIAL IMPACT:

Each agreement shall not exceed \$48,000 and \$1,500,000.00 has been budgeted in the proposed fiscal year 2016-17 Budget in fund 1160, Budget Unit 511. There will be no impact to the County General Fund.

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

OTHER AGENCY INVOLVEMENT:

Community Based Organizations

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board can choose not to approve the attached form Agreement for CalFresh Outreach and Support Activities with Community Based Organizations. 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: Form Agreement for CalFresh Outreach and Support activities with Community Based Organizations for Fiscal Year 2016-17.

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
[NAME OF CONTRACTOR]**

This Agreement, entered into this ____ day of _____, 2015, 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 the services of CONTRACTOR 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, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, CONTRACTOR has represented that it is qualified to perform such services.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR agrees to furnish the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference. In providing such services, CONTRACTOR agrees to fully cooperate with the DHHS – Social Services Director or designee thereof, hereinafter referred to as "Director."

2. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect until [_____, 20___], unless sooner terminated as provided herein.

OR

2. TERM:

This Agreement shall begin on [_____, 20___] and shall remain in full force and effect until [_____, 20___], unless sooner terminated as provided herein.

3. TERMINATION:

A. Breach of Contract. If, in the opinion of COUNTY, CONTRACTOR fails to adequately perform the services required hereunder 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 applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.

- B. Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice to CONTRACTOR. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. 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. Compensation Upon Termination. In the event of any termination of this Agreement, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owing to COUNTY resulting from a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is [REDACTED] Dollars (\$, .). CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this Agreement as provided herein. Under no circumstances shall the maximum compensation cap exceed the amount of Forty Eight Thousand Dollars (\$48,000).
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates/Invoice Schedule/Budget, which is attached hereto and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum dollar 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 dollar amount will be reached.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY quarterly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation as specified by, Director and the Humboldt County Auditor-Controller. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered and costs and expenses incurred will be made within thirty (30) days after the receipt of approved invoices. The required Invoice summary and itemized worksheet form is attached hereto as Attachment 1 to Exhibit B. All invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS – Social Services
Attention: [Name of Contact Person]
[Street Address]
[City, State Zip Code]

6. NOTICES:

Any and all notices required to be given pursuant to the terms 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: [Name of Contact Person]
[Street Address]
[City, State Zip Code]

CONTRACTOR: [Name of Contractor]
Attention: [Name of Contact Person]
[Street Address]
[City, State Zip Code]

7. REPORTS:

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by local, state and/or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate. 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.

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, 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. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the services provided hereunder.
- 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 hereunder, 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 final payment under this Agreement. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might

reasonably have information related to such records by COUNTY and any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.

- C. Audit Costs. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirements 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 agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, programs or procedures, at any time, as well as the overall operation of CONTRACTOR's programs, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR will cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by CONTRACTOR pursuant to the terms of this Agreement.

10. CONFIDENTIAL INFORMATION:

- A. 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, but not limited to: 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, without limitation, 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. Continuing Compliance with Confidentiality Laws. The parties acknowledge that federal and state confidentiality laws are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws or regulations.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Nondiscriminatory Delivery of Social Services. In connection with the execution of this 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 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), political affiliation, military service or any other classifications protected by local, state or federal laws or regulations. COUNTY reserves the right to monitor the CONTRACTOR's provision of services in order to ensure compliance with the requirements of this section.
- 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 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), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. 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 Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, 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 Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONTRACTOR certifies by its signature below 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 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.

13. DRUG-FREE WORKPLACE:

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

- A. Drug-Free Policy Statement. 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. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about 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. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:
 - 1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
 - 2. Agree to abide by the terms of CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONTRACTOR may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONTRACTOR violates the certification by failing to carry out the above-referenced requirements.

14. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. 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, and liabilities of any kind or nature, including, without limitation, attorney 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. Effect of Insurance. Acceptance of insurance, if required by this Agreement, does not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to the services performed by CONTRACTOR pursuant to the terms and conditions of this Agreement regardless if 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 by CONTRACTOR hereunder.

15. 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 filed with the Clerk of the Humboldt County Board of Supervisors.

A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations provided for herein, CONTRACTOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Best's 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, 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 One Million Dollars (\$1,000,000.00) per occurrence for any one incident, including, but not limited to, 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. Said coverage shall 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 services for COUNTY. If that changes, CONTRACTOR will 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. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, 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, its agents, officers, officials, employees and volunteers.

OR

3. Workers' Compensation Insurance, as required by the Labor Code of the State of

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 provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY, 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 or County Counsel. 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 other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to 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. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
 Attn: Risk Management
 825 Fifth Street, Room 131
 Eureka, California 95501

CONTRACTOR: [Name of Contractor]
 Attention: [Name of Contact Person]
 [Street Address]
 [City, State Zip Code]

16. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement by and between two (2) independent contractors 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, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the services covered by this Agreement. CONTRACTOR further

agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations, or conditions that may affect the provisions, terms 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 is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

19. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy or procedure 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.

20. PROTOCOLS:

Both parties recognize 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 Director and CONTRACTOR.

21. 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.

22. ASSIGNMENT:

Neither party shall delegate its duties nor 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 CONTRACTOR to obtain supplies, technical support or professional services.

23. 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.

24. WAIVER OF DEFAULT:

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 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 funds disbursed to CONTRACTOR which, in the judgment of COUNTY, were not expended in accordance with the terms of this Agreement.

25. 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.

26. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement 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 the parties hereto.

27. 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.

28. 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 and information for its records. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all information, writings and documents pertaining to the services provided hereunder to COUNTY without exception or reservation.

29. 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.

30. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to Director.

31. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided hereunder. Any and all subcontracts will be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy,

security and confidentiality requirements provided herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

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 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, "prevailing party" 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. SURVIVAL:

The duties and obligations of the parties set forth in Section 3D – 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.

34. 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.

35. 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 party on the basis that the other party prepared it.

36. INDEPENDENT CONSTRUCTION:

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

37. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, 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.

////

38. 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 its entirety any and all prior agreements, promises, representations, understandings and negotiations, 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.

39. 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.

40. MEANINGFUL USE REGARDING FIXED ASSETS

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.

41. FAITH-BASED ORGANIZATIONS: (as applicable)

CONTRACTOR shall not engage in inherently religious activities (such as worship, religious instruction, or proselytization), or otherwise exert any religious influence whatsoever, as part of the programs or services funded under this Agreement. If CONTRACTOR conducts such activities, the activities must be offered separately, in time and location, from the programs or services funded under this Agreement, and participation must be voluntary with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the terms of the Agreement.

42. LIMITED WAIVER OF TRIBAL SOVEREIGN IMMUNITY: (as applicable)

CONTRACTOR does not waive its sovereign immunity or consent to suit in any court except as expressly stated in this section and subject to the limitations and considerations stated in this section.

A. Limited Waiver and Consent to Suit. CONTRACTOR waives its sovereign immunity and consents to suit as to "Covered Claims" as defined in Section (B)(1) below. CONTRACTOR's governing body has executed a formal Resolution of Limited Waiver of Sovereign Immunity which is attached hereto as Exhibit [].

B. Conditions and Limitations. This waiver and consent is subject to the following conditions and limitations:

1. Covered Claims. This waiver and consent only applies to claims by COUNTY that CONTRACTOR has violated any provision of this AGREEMENT or that seeks to resolve a dispute concerning the interpretation, implementation or enforcement of this AGREEMENT. It does not include tort claims, claims for exemplary or punitive damages, or any other claims not sounding in contract.
2. Covered Claimants. This waiver and consent only applies to COUNTY, and not to any other person, entity, including any commercial or governmental entity, or group.

3. Covered Courts. This consent to suit only applies to the California State Courts in Humboldt County, and appropriate state appellate courts. CONTRACTOR does not consent to suit in any other court.
4. Remedies. This waiver and consent is specifically limited to an award of monetary damages constituting a reimbursement of funds for obligations not performed by CONTRACTOR under the terms of this AGREEMENT, and/or specific performance to compel enforcement of this AGREEMENT. This waiver of immunity specifically does not allow for recovery of attorneys fees or other costs associated with litigation of Covered Claims.
5. Duration. Notwithstanding any applicable statute of limitations or other law, this limited waiver shall be enforceable only for such period as this AGREEMENT remains in effect, and only as to claims arising during the effective period of this AGREEMENT, except that this limited waiver of sovereign immunity shall remain effective for any proceeding then pending and all appeals therefrom until the underlying legal claim or claims have been finally determined.

[Signatures on Following Page]

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

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.

CONTRACTOR'S NAME:

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

*Social Services Branch Director
Pursuant to the authority granted by
the Board of Supervisors on DATE*

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: _____

Risk Analyst

LIST OF EXHIBITS:

Exhibit A – Scope of Services

Exhibit B – Schedule of Rates/ Invoice Schedule/ Budget

EXHIBIT A
SCOPE OF SERVICES
NAME

CONTRACTOR, with CalFresh funding, will assist the Department of Health and Human Services (DHHS) increase utilization of the CalFresh benefit by eligible households and thereby improve the health and economic stability of families and individuals in Humboldt County.

CONTRACTOR MUST:

1. Provide a contact liaison to coordinate with the CalFresh program;
2. Provide outreach information to clients and participants in CONTRACTOR's programs and events;
3. Provide to DHHS reports on all CalFresh activities in the format requested by DHHS; a schedule of required reports and related due dates is attached hereto as Attachment 1 to Exhibit A and incorporated as part of this Agreement.
4. A copy of CONTRACTOR'S CalFresh program outreach proposal is attached hereto as Attachment 2 of Exhibit A and incorporated as part of this Agreement.
5. Provide the CalFresh Outreach access activities outlined in the proposal submitted to COUNTY and summarized below as those activities underlined and in bold:
 - a. Assist and facilitate CalFresh applications.
 - b. Assist and support CalFresh intake and enrollment processes.
 - c. Assist with CalFresh retention.
 - d. Educate community members about CalFresh and program changes, reduce stigma associated with use, and encourage CalFresh applications. This may include events and activities, such as cooking demonstrations and community garden programs, to educate participants.
 - e. Provide specialized services to reach populations with low utilization rates.
 - f. Provide healthy foods to participants in food and meal programs with nutrition information and guidance on healthy eating, accompanied by CalFresh outreach materials and enrollment support.
 - g. Encourage clients to engage in healthy eating and exercise and assist all clients wishing to apply for CalFresh with enrollment information.



Outreach Contract Report Forms 2016-17

Cal Fresh Outreach partnership contracts are an opportunity for community-based organizations and the Humboldt County Department of Health and Human Services (DHHS) to work together to improve the health of our community. We would like to know more about your efforts and to hear about your successes, and of course, we must report to our funders. Please use the attached Quarterly Report Form and a Summary Report Form to tell DHHS about your project and to share your ideas for improvement.

Due dates:

Quarterly reports are due one month after the end of each quarter. Quarterly reports will be based on DHHS fiscal year quarters. The table below shows each fiscal year quarter and the report due dates. Contractors must submit a quarterly report for each quarter in which the contract is active. The Final Summary Report is due one month after completion of the contract term. If the total agreement amount is \$10,000 or less you are only required to submit a Final Summary Report.

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
Final Summary Report	Based on contract term	One month after term end

Submission of reports:

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

CalFreshOutreach@co.humboldt.ca.us
DHHS-ContractUnit@co.humboldt.ca.us

Or by mail to: Department of Health and Human Services
 Attention: Contract Unit
 507 F Street
 Eureka, CA 95501

Need help?

If you are unsure about when your reports are due, please refer to item 2 (Term) in your contract. If you are still unsure or you would like help with anything else, please call Mandy Gentle-Martin at 707-268-2787.

In your narrative reports, please remember to talk about both processes and outcomes when possible.

Process evaluation attempts to answer these types of questions:

- Were the programs/services of the right quality and content?
- How many individuals participated in the program?
- Did the program reach the population that it was intended to reach?
- Are those who participated satisfied with the program?

Outcome evaluation focuses on answers to these types of questions:

- Did the program produce the changes intended? Unintended?
- At what level were changes sought and accomplished - short-term, intermediate or long term?
- How does the program compare to others in terms of effectiveness and efficiency?
- Was the value of the outcomes achieved worth the resources invested in the program?

Humboldt County CalFresh Outreach Partnership
Final Summary Report Form
Due one month after term end



Organization Name: _____ **Report Due Date:** _____

Contact Name: _____ **Phone:** _____

Please attach a narrative report addressing the items outlined in section I below. If you also have a Quarterly Report due please include it with your Final Summary Report. Feel free to attach any other relevant materials or reports.

I. NARRATIVE (please attach a maximum of 4 pages, exclusive of attachments)

A. Results/Outcomes

- 1. Please describe the grant activities and events completed and total numbers served or reached.
- 2. What difference did this grant make in your community or neighborhood and for the population you are serving? Please discuss evidence of effect (e.g., satisfaction survey results, pre- and post-test results, community indicators, outcomes, etc.). *If you have evaluation materials that document outcomes and impacts of your work, feel free to attach them in lieu of answering this or other questions.*
- 3. Describe any unanticipated results, positive or negative, not already described above.

B. Lessons Learned

- 4. Describe what you learned based on the results/outcomes you reported in Section A above and what, if any, programmatic or organizational changes you will make based on your results/outcomes.
- 5. Describe the materials, messages, or tools you used, if and how you modified them to fit your audience, and how you would improve them further. Are there other tools you need?

C. Future Plans

- 6. If you will be continuing this program, what are the plans for sustaining or expanding the program?
- 7. If you have identified areas where increased collaboration between organizations or sectors would lead to increased positive outcomes for your constituents, briefly describe your ideas.

D. Other Comments

- Please share with us any other comments you would like to make, any recommendations you have for our contracting or reporting processes, and any thoughts on how DHHS can do a better job of helping you.

II. QUARTERLY REPORTS

- Ensure all quarterly reports have been submitted. Even if only one month of a quarter is included in your contract term, please submit a quarterly report if you had an active contract during the quarter.

III. FINANCIAL REPORT

- A final financial summary report **consisting of an itemized invoice summary and an itemized invoice worksheet is required.** Please show all expenditure information compared to your approved budget and explain any major variances. *Do not send receipts, but do keep them for your records.*

Humboldt County CalFresh Outreach Partnership

Quarterly Report Form



Organization Name: _____

Please Circle Applicable Report Cycle:

- | | | |
|-----------|---------------------------|----------------------|
| Quarter 1 | (July 1-Sept. 30 2016) | Due October 31, 2016 |
| Quarter 2 | (Oct. 1- Dec. 31, 2016) | Due January 31, 2017 |
| Quarter 3 | (Jan. 1 – March 31, 2017) | Due April 30, 2017 |
| Quarter 4 | (April 1- June 30, 2017) | Due July 31, 2017 |

Contact Name: _____ Phone: _____

Instructions: we would like to know the number of CalFresh Outreach related messages you delivered and the activities you completed. Please enter the numbers of people you reached or served in the tables below.

A. Media:

Use this section to identify the number of messages you delivered through media, including newsletters websites and posters.

Number of messages delivered through media:	Total
1. Number of possible readers of print media or articles	
2. Number of possible viewers/listeners of non-print broadcast media	
3. Number of possible readers of newsletter articles, client mailers or flyers, or other agency publications	
4. Web content visits (specifically CalFresh)	

B. Check the box if you used these materials this quarter:

- | | |
|--|---|
| <input type="checkbox"/> --Choose my Plate | <input type="checkbox"/> --Rethink Your Drink |
| <input type="checkbox"/> --Budget shopping materials | <input type="checkbox"/> --Harvest of the Month |

C. Healthy Eating and CalFresh Messages:

Use this section to tell us the number of people (by age group) that participated in your activities.

Note: do not include anything in Section C. that has been counted in section A. Media above or in Section D. Enrollment Activities and Support below.

Number of participants or recipients of the following:	Total
5. Educational materials distributed or provided	
6. Educational activities, involvement, or demonstrations (gardening/ exercise/ cooking) provided	
7. Food distributed or meals provided	

D. Enrollment Activities and Support:

Use this section to tell us the number of people (by age group) that participated in your activities.

Note: do not include anything in Section D. that has been counted in sections A. Media or C. Healthy Eating and CalFresh Messages located above.

Number of participants (by age):	Total
8. CalFresh educational materials distributed, benefits/requirements presented/ provided	
9. Paper application provided/assisted	
10. C-4 Yourself application assisted	
11. DHHS visit assisted	
12. Web site or physical address provided	
13. Retention assisted (reports, re-certifications, etc.)	

E. Narrative Report

In a separate attachment, please provide a story or comment specifically related to at least one of the categories above related to your organization/project's Media Related Outreach, Healthy Eating and CalFresh Messages and/or Enrollment Activities and Support.



CalFresh Outreach Guidelines for Fiscal Year 2016-17

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 of our community. Funding is available again this year to community-based organizations for outreach, education and application assistance.

The overarching goal of the CalFresh program is to improve the health and well-being of families and individuals in Humboldt County. Reliable access to nutritious food is essential for overall health and is important in the prevention of chronic diseases. The objectives of the outreach program and this funding are to:

- increase awareness of and enrollment in CalFresh,
- reduce barriers to CalFresh enrollment and retention, and
- increase awareness and adoption of healthy food and life choices that improve wellness and prevent chronic disease.

There are still many potentially eligible residents who do not apply for CalFresh benefits and there are many CalFresh participants who do not maintain enrollment. DHHS is focused on increasing CalFresh enrollment and retention and is interested in partnering with community based organizations willing to join the effort. Linking CalFresh benefits to nutrition and healthy food choices is an important part of this outreach effort, as many chronic diseases are directly linked to nutrition, the food available to and affordable by individuals, and the food choices made by individuals.

DHHS would like to partner with community based organizations that can help with the following efforts.

- Support enrollment and retention processes with information, pre-screening, direct application and enrollment assistance, and retention assistance.
- Educate community members about CalFresh and program changes.
- Reduce barriers to enrollment, including stigma, fear, language/literacy, and others.
- Reach populations with low utilization (such as working families, seniors, persons in recovery, persons with limited literacy or ability to speak/read English, transitional aged foster youth, and the homeless).
- Link CalFresh to access to nutritious food and provide CalFresh-related nutrition information and guidance, including how to shop for and cook with nutritious foods on a budget.

DHHS will consider a partnership request at any time during the fiscal year and the activity time frames for requests do not have to fall completely within the fiscal year. Requests can span fiscal years. **Direct enrollment support is DHHS's highest priority. Priority will be given to proposals that focus on application outreach and assistance, intake and enrollment support and retention support.**

A complete partnership request includes a completed FY 2016-17 Partnership Request Form, Outreach Estimates Form, Partnership Request Budget Form, and narrative as outlined on the request form.

If interested, please read the contractor guidelines below and complete and return the attached CalFresh Outreach Partnership Request Form, with attachments, electronically to CalFreshOutreach@co.humboldt.ca.us or paper copies to CalFresh Outreach DHHS 929 Koster Street, Eureka, CA 95501.

Application process and application and outreach partner program questions can be answered by the CalFresh Outreach Coordinator at (707) 268-2172.

CalFresh Outreach Contractor Guidelines

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	Any time
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 three weeks
Step 3	Contracts are developed and emailed to successful partner organizations. The organization prints two copies for signatures. Or, requests two copies via mail. Three copies are necessary if the amount is over \$48,000.	Two to three weeks
Step 4	The contract is signed by the partner and is returned to DHHS with proof of insurance (see insurance guidelines below).	Varies
Step 5	For contracts of \$48,000 or less, DHHS signs the contract and returns one copy of the signed contract to the partner.	One to two weeks
Other	Contracts for more than \$48,000 do not follow this process and require approval by the Board of Supervisors.	Contact the Outreach Coordinator

In order to receive funding for CalFresh Outreach activities, the organization applying must agree to collaborate with the Department of Health and Human Services in the following ways:

- Provide a contact liaison to coordinate with the CalFresh program.
- Participate in CalFresh Outreach training events.
- Submit all funded media (including advertisements, newsletters, press releases, brochures, etc.) for review before publication. 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.
- Submit financial invoices and reports to DHHS and retain financial records for five years.
- Provide space and other assistance for the presentation of educational and nutritional events at your facility. These events may be conducted by DHHS or other community partners.
- Provide proof of insurance coverage listing the County as an additional insured (see below).
- Contract with DHHS and commit to implementing the funded activities outlined in the organization's Partnership Request proposal.

All CalFresh Outreach partners will be required to submit proof of insurance coverage in order to complete a contract with the County. All insurance requirements are clarified in the contract that will be mailed to successful applicants. In general, applicant organizations should be prepared to show proof of and maintain the following insurance, with the County certificated as an additionally insured:

- General Liability: \$1,000,000 per occurrence
- 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.

Administrative indirect and overhead expenses included in project budgets cannot exceed 10% of the total modified total costs, per OMB Federal Guidance.

Most contracts will be paid on a reimbursement basis.

Humboldt County CalFresh Outreach FY 2016-17 Partnership Request Form



Organization Name:

Contact Name:

Address:

Phone:

Email:

Project Title:

Expected start date: _____ **and end date:** _____

Please answer the following questions. A complete application includes this form, a completed Partnership Budget Form, Outreach Estimates Form, and attached narrative.

A. Project Description Narrative (please attach a maximum of 6 pages)

1. Please describe the activities and events that will be completed 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. Be sure to include how you will encourage and assist applications and retention.
2. What are your expected outcomes? What difference will CalFresh funding make in your community or neighborhood and for the population you are serving? How will the proposed activities fit into or relate to other programs in your organization and community?
3. Please describe your organization's capacity to succeed with the proposed project and your plans, if any, for continuing the work after the proposed project is complete.

B. Which of the CalFresh program goals will you pursue? *Check all that apply; (replace box with an X)*

- Assist and facilitate CalFresh applications
- Assist and support CalFresh intake and enrollment processes.
- Assist with CalFresh retention.
- Reduce stigma and misconceptions associated with benefit use and educate potentially eligible community members about the CalFresh program and program changes. This may include events and activities such as cooking demonstrations and community garden programs to educate participants.
- Provide specialized services to reach populations with low utilization rates.
- Provide healthy foods to participants in food and meal programs with nutrition information and guidance on healthy eating, accompanied by CalFresh outreach materials and enrollment support
- Encourage clients to engage in healthy eating and exercise and assist all clients wishing to apply for CalFresh with enrollment information

C. Partnership Request Budget Form and Outreach Estimates Form

1. Please complete and attach Outreach Estimates using the form included in this packet.
2. A completed Partnership Request Budget Form must be submitted to complete the application.

Please email your application to CalFreshOutreach@co.humboldt.ca.us in Word format. Alternatively, paper versions may be submitted to CalFresh Outreach, DHHS 929 Koster Street, Eureka, CA 95501. Receipt of your application will be acknowledged.

Humboldt County CalFresh Outreach Outreach Estimates Form

DHHS would like to know the number of people you plan to reach with your proposed CalFresh Outreach partnership project. To the extent possible, please provide estimates of the numbers you hope to reach with the CalFresh messages and activities outlined below. For example, if you plan to host a senior lunch and distribute CalFresh program material to 100 participants, you might enter 100 in the total column for number 7 and 8.

Please use this section to tell us the messages you plan to deliver.

Information Dissemination/Publications/Media	Total
1. Number of possible readers of print media or articles	
2. Number of possible viewers/listeners of non-print broadcast media*	
3. Number of possible readers of newsletter articles, client mailers or flyers, or other agency publications	
4. Web content visits (specifically CalFresh)	

Use this section to tell us the number of people that will participate in your activities.

<i>Number of participants or recipients of the following</i>	Total
Healthy Eating linked to CalFresh Messages	
5. Educational materials distributed or provided directly (not counted above)	
6. Educational activities, involvement, or demonstrations (gardening/ exercise/ cooking) provided	
7. Food distributed or meals provided	
Enrollment Activities and Support	
8. CalFresh educational materials distributed, benefits/requirements presented/ provided	
9. Paper application provided/assisted	
10. C-4 Yourself application assisted	
11. DHHS visit assisted	
12. Web site or physical address provided	
13. Retention assisted (reports, re-certifications, etc.)	

Use this section to tell us about special populations you will serve

Special populations	Total

*Note: Currently no television, radio or billboard advertising is permitted with CalFresh funds. Please check with DHHS if you would like to propose mass media promotion of CalFresh.

Humboldt County CalFresh Outreach Partnership Request Budget Form

Please use this form to submit a project budget. For major expenses, please be specific. For personnel, please 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.

Descriptions here

Amounts Here

A. Personnel Costs	
Title: Salary Calculation: : <i>[formula for salary calculations and any benefits should be clearly identified]</i> Duties Description:	
Title: Salary Calculation: Duties Description:	
Total Personnel Costs:	0.00
B. Operational Costs	
Title: Description:	
Title: Description:	
Total Operational Costs:	0.00
C. Consumables/Supplies	
Title: Description:	0.00
Total Consumable/Supplies:	0.00
D. Transportation/Travel	
Title: Description:	0.00
Title: Description:	0.00
Total Transportation/Travel:	0.00
E. Other Costs	
Title: Description:	0.00
Title: Description:	0.00
Total Other Costs:	0.00
Total :	0.00

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.

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.

Consumables: 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 10% of the total modified total costs, per OMB Federal Guidance.

EXHIBIT B

SCHEDULE OF RATES/ INVOICE SCHEDULE/BUDGET

NAME

CONTRACTOR agrees that the total maximum compensation cap for services performed and costs incurred under this Agreement is [spell out dollar amount, e.g., Twenty-Five Thousand] Dollars (\$ _____), 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. Under no circumstances shall the maximum compensation cap exceed the amount of Forty Eight Thousand Dollars (\$48,000).

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.

CONTRACTOR will submit an itemized invoice summary and itemized invoice worksheet to the COUNTY quarterly, (See invoice schedule below) commencing upon final execution of Agreement by COUNTY.

CONTRACTOR will submit an itemized invoice summary and an itemized invoice worksheet, in the form of the itemized invoice summary and an itemized invoice, attached hereto as Attachment 1 to Exhibit B and incorporated as part of this Agreement.

The itemized invoice summary and itemized invoice worksheets 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 reference.

Payment for services performed will be made within thirty (30) days after receipt of the invoice.

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 budget categories without prior written approval by COUNTY.

All work completed and costs for CalFresh access activities in Exhibit A Scope of Work, , shall be entered and identified for the corresponding activities in Exhibit A that were performed by CONTRACTOR during the invoice period.

All identification and supporting documents shall be kept by the CONTRACTOR for a period of five (5) years and made available to Department of Health and Human Services (DHHS) staff for the purposes of audit upon request.

Invoice Schedule:

Itemized Invoices are due one month after completion of the contract term. Quarterly Invoices are due one month after the end of each quarter. This year, all quarterly invoices will be based on DHHS fiscal year quarters. Fiscal year is from July 1st through June 30th. The table below shows each fiscal year quarter and due dates. Contractors must submit quarterly invoices for each quarter in which the contract is active.

Quarter	Dates Included	Date Invoices Due to DHHS
1	July 1 through September 30	October 30
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 invoice	Based on contract term	One month after term end

EXHIBIT B
Budget
NAME

<i>Descriptions</i>	<i>Amounts</i>
A. Personnel Costs	
Title: Salary Calculation: <i>[formula for salary calculations and any benefits should be clearly identified]</i> Duties Description:	
Title: Salary Calculation: Duties Description:	
Total Personnel Costs:	0.00
B. Operational Costs	
Title: Description:	
Title: Description:	
Total Operational Costs:	0.00
C. Consumables/Supplies	
Title: Description:	0.00
Total Consumable/Supplies:	0.00
D. Transportation/Travel	
Title: Description:	0.00
Title: Description:	0.00
Total Transportation/Travel:	0.00
E. Other Costs	
Title: Description:	0.00
Title: Description:	0.00
Total Other Costs:	0.00
Total :	0.00

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.

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.

Consumables: includes items that will be used-up/consumed by participants or staff - food, meal or meeting supplies, postage, paper, 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 10% of the total modified total costs, per OMB Federal Guidance.

EXHIBIT B

Attachment 1 to Exhibit B - CalFresh Outreach - Invoice Summary

CBO Name Coordinator/Contact Address Phone

Invoice Date: 1/0/1900 **Invoice #** _____ 0
Invoice Type: Quarterly **Invoice Period:** _____ 1/0/1900

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	
		\$0.00

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

(707) 441-5428 • Fax: (707) 441-5590



Program Coordinator Date

Fiscal Coordinator Date

Budget Unit/line: 1160-511-2-723

**Attachment 1 to Exhibit B
CalFresh Outreach
Itemized Invoice Worksheet**
CBO Name _____

Invoice Date: _____

Invoice # AB- _____

Invoice Type: Quarterly _____

Invoice Period: _____

Descriptions	Amounts	Approved Budget	Remaining Balance
A. Personnel Costs			
Title: Salary and Benefits Calculation:			0.00
Duties Description:			
Title: Salary and Benefits Calculation:			0
Duties Description:			
Title: Salary and Benefits Calculation:			0
Duties Description:			
Title: Salary and Benefits Calculation:			0
Duties Description:			
Title: Salary and Benefits Calculation:			0
Duties Description:			
Title: Salary and Benefits Calculation:			0
Duties Description:			
Total Personnel:		0.00	0.00
			0.00

<u>Descriptions</u>	<u>Amounts</u>	<u>Approved Budget</u>	<u>Remaining Balance</u>
Total Consumable/Supplies:	0	0	0

Descriptions	Amounts	Approved Budget	Remaining Balance
D. Transportation/Travel (Local and Out-of-County should be separate)			
Title:			
Description:			_____
Title:			
Description:			_____
Title:			
Description:			_____
Total Transportation/Travel Costs:		0	0 0
E. Other Costs (Indirect Costs, Contracts, etc.)			
Title:			
Description:			_____
Title:			
Description:			_____
Title:			
Description:			_____
Total Other Costs:		0	0 0
Invoice Total:		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.

Guidelines for using the Invoice Summary and Itemized Costs Worksheet templates

In an effort to help the invoicing process be as simplified as possible DHHS Financial Services has provided the attached invoice summary and itemized invoice worksheet. These documents are also available electronically and will self populate from the worksheet to the invoice. In addition below we have provided a few reminders.

- * **Effective July 1, 2016** all Cal-Fresh partners are required to use the Invoice Summary and Itemized Worksheet. Please note these documents are available electronically in excel and pdf.
 - * Be sure to sign the invoice. Electronic submissions still need signatures.
 - * Invoice Summary and Itemized Worksheet must be submitted based on the Invoice Schedule below.
 - * Invoices may be submitted electronically to crivera@co.humboldt.ca.us
 - * Indirect costs shall not exceed 10% of the total modified total costs, per OMB Federal Guidance.
 - * Back up documentation such as; Staff time documentation, receipts, bills or invoices, are not required upon submission of the Invoice Summary and Itemized Worksheet however, they are required to be accessible upon request. Please be sure to keep them.
 - * Agreements in excess of \$10,000 are required to submit regular invoices. Agreements of \$10,000 or less are only required to submit a final invoice at the end of the agreement term.
 - * Budget changes should be discussed with the Cal Fresh Outreach Coordinator. Generally changes smaller than 20% of the total budget do not require prior written approval from DHHS. Any shifts in the total amount of the personnel category must be approved by DHHS.
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- * Should you have any questions regarding the invoice summary and/or itemize invoice worksheet please feel free to contact Bert Rivera at 707-441-5428 or e-mail at crivera@co.humboldt.ca.us

* **Invoice Schedule**

Quarter	Dates Included	Date Invoices Due to DHHS
1	July 1 through September 30	30-Oct
2	October 1 through December 31	31-Jan
3	January 1 through March 31	30-Apr
4	April 1 through June 30	31-Jul
Final invoice	Based on contract term	One month after term end