

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

This Agreement, entered into this ____ day of _____, 2019, 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 a qualified professional organization to provide community outreach services designed to increase the utilization of the CalFresh program by eligible households 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 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 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 and Exhibit B – CalFresh Outreach Proposal, 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 [REDACTED] Dollars (\$____,____.____).
- B. Schedule of Rates. 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. 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 written authorization from COUNTY. Indirect Costs are not allowed to exceed ten percent (10%) of the total modified costs per the federal Office of Management and Budget's Uniform Administrative Requirements.
- 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:

Quarterly and Final Invoices. CONTRACTOR shall submit to COUNTY quarterly and final invoices, itemizing all services rendered, and 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. Invoices submitted pursuant to the terms and conditions of this Agreement shall be prepared using the COUNTY’s standard CalFresh invoice form, which is attached hereto as Exhibit E – CalFresh Outreach Invoice Worksheet and Summary Form and incorporated herein by reference.

Quarterly and Final Invoice Summaries. CONTRACTOR shall submit to COUNTY quarterly and final invoice summaries itemizing the total costs incurred in each budget category during the applicable invoice period as set forth in Exhibit D – CalFresh Outreach Invoicing Guidelines. Invoice summaries submitted pursuant to the terms and conditions of this Agreement shall be prepared using COUNTY’s standard CalFresh invoice summary form, which is attached hereto as Exhibit E – CalFresh Outreach Invoice Worksheet and Summary Form and incorporated herein by reference.

A. Submission of Quarterly and Final Invoices and Invoice Summaries. All quarterly and final invoices and invoice summaries submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS – Social Services
Attention: Fiscal
507 F St.
Eureka, California 95501

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: Appolonia Coan, Staff Services Analyst
929 Koster St.
Eureka, California 95501

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

7. REPORTS:

A. General reporting Requirements. 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 also submit all reports in the following format: one (1) hard copy and one (1) electronic copy that complies with the Americans with Disabilities Act of 1990 and any other applicable accessibility laws, standards, regulations, policies and procedures.

- B. Quarterly and Final Project Reports. CONTRACTOR shall submit quarterly and final project reports as set forth in Exhibit F – CalFresh Outreach Reporting Guidelines, which is attached hereto and incorporated herein by reference. Any and all quarterly and final project reports submitted pursuant to terms and conditions of this Agreement shall be prepared using COUNTY’s standard CalFresh quarterly and final report forms, which are attached hereto as Exhibit G – CalFresh Outreach Quarterly Project Report Form and Exhibit H – CalFresh Final Project Report Form and incorporated herein by reference.
- C. Submission of Quarterly and Final Project Reports. All Quarterly and final project reports submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS – Social Services
Attention: Appolonia Coan, Staff Services Analyst
929 Koster Street
Eureka, California 95501

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 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 thereunder. 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. 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, without limitation, the costs of administering this Agreement.
- C. Audit Costs. 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 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 CONTRACTOR's.

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 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 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 regulations or standards.

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 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 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 Executive 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 Sections 8101, et seq. of the California Code of Regulations are incorporated into this as if set forth in full.

12. 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 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 pursuant to the terms and conditions of this Agreement will:
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. 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, liabilities, expenses and costs 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 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 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.

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 and 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, 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 and its agents, officers, officials, employees and volunteers.

OR

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 and its agents, officers, officials, employees and volunteers.

If CONTRACTOR has no employees, CONTRACTOR may sign the following certification in lieu of Workers' Compensation Insurance:

"I am aware of the provisions of California Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions

of that code, and I will comply with provisions of that code before commencing with and during the performance of the work of this Agreement.”

CONTRACTOR: _____
[Name of Contractor] Date
[Title of Contractor]

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

1. 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 and its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to 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 insured’s 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 provisions 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 provisions of this Agreement shall not affect 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 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 available 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
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]

16. 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, 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 provided pursuant to the terms and conditions of 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, standard, 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 either party 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, COUNTY determines 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 this Agreement is terminated, 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 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 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 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.

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 (1) 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 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. This Agreement may be executed in one 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 and the same agreement. A signed copy of this Agreement 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 for all purposes.

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. COUNTERPARTS CLAUSE:

This Agreement may be executed in one 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 and the same agreement. A signed copy of this Agreement 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 for all purposes.

42. 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.

43. 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, ASST. SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

[CONTRACTOR'S NAME]:

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Kelly Hampton
 DHHS -- Social Services Deputy Director
*(Pursuant to the authority granted by
 the Humboldt County Board of Supervisors
 on June 19, 2018)*

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: _____

Risk Management

LIST OF EXHIBITS:

- 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 Summary Form
- Exhibit F – CalFresh Outreach Reporting Guidelines
- Exhibit G – CalFresh Outreach Quarterly Project Report Form
- Exhibit H– CalFresh Outreach Final Project Report Form

EXHIBIT A
SCOPE OF SERVICES
NAME

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. Community Outreach Services. CONTRACTOR shall Provide the CalFresh community outreach services set forth in Exhibit B – CalFresh Program 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. Assistance with the preparation and submission of CalFresh applications.
2. Assistance with the CalFresh intake and enrollment processes.
3. Assistance with CalFresh retention.
4. Development and implementation of a service provision plan in order to ensure that specialized community outreach services are provided to populations with low CalFresh participation rates.
5. Promotion of healthy eating and exercise practices throughout Humboldt County 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. Coordination Services. CONTRACTOR shall designate a contact liaison to communicate, and coordinate the provision of the community outreach services set forth in Exhibit B – CalFresh Program Outreach Proposal, with the CalFresh program.

2. PLACE OF PERFORMANCE:

CONTRACTOR will provide the community outreach services set forth Exhibit B – CalFresh Program Outreach Proposal at various locations throughout Humboldt County. **No vehicle travel will be required for this work. (If applicable)**

EXHIBIT B

CALFRESH OUTREACH PROPOSAL

NAME



CalFresh Outreach Partnership Proposal Guidelines for Fiscal Year 2019-20

Federal and State funding for CalFresh Outreach has created an opportunity for community-based organizations and the Humboldt County Department of Health & Human Services (DHHS) to partner in improving the overarching goal of the CalFresh program to improve the health and well-being of families and individuals. 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.

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
- Connect the CalFresh program to projects that increase awareness and access to healthy food and life choices that improve wellness and prevent chronic disease.

DHHS would like to partner with community-based organizations that can help with the following efforts, with the highest priority being application assistance and direct enrollment support.

- Support enrollment and retention processes with information, direct application and enrollment and retention assistance
- Educate community members about CalFresh and program changes
- Reach populations with low CalFresh participation rates (such as working families, SSI/SSP recipients, seniors, students, persons in recovery, persons with limited literacy or ability to speak/read English, transition-aged foster youth and homeless people)
- Reduce barriers to enrollment, including stigma, fear, language/literacy, 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? A complete partnership request includes a completed FY 2019-20 Partnership Request Form, Outreach Estimates Form, Partnership Request Budget Form and narrative as outlined on the request form.

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 St., Eureka, CA 95501.

Application process and outreach partner program questions can be answered by the CalFresh Outreach Analyst at 707-476-4760 or by emailing CalFreshOutreach@co.humboldt.ca.us.

***If your agency has a previous contract for CalFresh Outreach, please be aware that we cannot guarantee that your new contract will start at the termination of your last agreement. In the event we cannot have a contract executed prior to the start date of the agreement, the start date will be moved. This could cause a gap in funding.**

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 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	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
Contract Complete	Total time for contracts of \$48,000 or less.	Three to four months
Other	Total time for contracts more than \$48,000 require strict timeline adherence and must be executed prior to the month of the contract start date. Many of these contracts are approved by the Board of Supervisors (BOS). Partners are requested to attend the BOS meeting when their contract is reviewed.	Four to five months minimum

In order to receive funding for CalFresh Outreach activities, the organization applying 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
- Participate in CalFresh Outreach training events
- Submit all CalFresh-related media (including advertisements, newsletters, press releases, brochures, etc.) for review to DHHS Media 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 by completing Quarterly Reports and a Final Summary Report at the end of your contract term.
- Submit financial invoices to DHHS and retain financial records for five years.
- 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. Applicant organizations should be prepared to 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.



Humboldt County CalFresh Outreach FY 2018-19 Partnership Request Form

Organization Name: _____

Contact Name: _____

Address: _____

Phone: _____

Email: _____

Project Title: _____

Expected start date: _____ and end date: _____

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

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 difference will CalFresh funding and increased enrollment 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;*

- Assist and facilitate CalFresh applications
- Assist and support CalFresh intake and enrollment processes
- Assist with CalFresh retention
- Provide specialized services to reach populations with low CalFresh Participation Rates
- Reduce the stigma associated with the CalFresh program. This could include (but is not limited to) promotion of healthy eating and exercise practices throughout Humboldt County with informational events and activities.

C. Other Funding Sources

1. What other DHHS funding does your Organization receive, please include any current contracts as well as any pending applications?
2. What other funding outside of DHHS support the proposed activities?

D. Partnership Request Budget Form and Outreach Estimates Form

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

Humboldt County CalFresh Outreach Outreach Estimates Form

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.

*Use this section to tell us the number of people that will participate in your activities.
Number of participants or recipients of the following.*

Enrollment Activities and Support	Total
1. CalFresh educational materials distributed, benefits/requirements presented/ provided.	
2. Applications provided/handed out (i.e. physically handed customer an app, directed them to C4Yourself, GetCalFresh, directed them to Social Services Office, etc.).	
3. Applications assisted (i.e. the number of applications a staff member assisted customers w/ completing, staff faxed in application, etc.).	
4. DHHS visits assisted. Discuss how your organization is able to help (i.e. staff drove them, a bus pass was provided, accompanied for interview, etc.).	
5. Retention assisted (examples of this could include, but are not limited to, assisting customers to complete their Semi-Annual Report (SAR7), their Annual Re-Certification (RE), interpreting their Notice of Action (NOA), assist with collecting necessary verifications, prompting customer contact to update county records for address changes etc.).	
6. Specialized services to reach populations with low CalFresh participation rates. (Specialized populations are groups for which there are significant barriers to program participation, such as those who live in remote areas or have no transportation etc.)	

Please use this section to tell us the CalFresh and healthy eating messages you plan to deliver.

Positive Messaging of CalFresh	Total
7. Educational activities, involvement, or demonstrations (gardening/ exercise/ cooking) provided.	
8. Food distributed or meals provided to support CalFresh Outreach activities.	

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

Information Dissemination/Publications/Media	Total
9. Number of possible readers of print media or articles.	
10. Number of possible viewers/listeners of non-print broadcast media.*	

11. Number of possible readers of newsletter articles, client mailers or fliers, or other agency publications.	
12. Web content visits (specifically CalFresh).	

*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.

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

Special populations	Total

Humboldt County CalFresh Outreach Partnership Request Budget Form

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.

Descriptions here

Amounts Here

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

Total :	\$
----------------	-----------

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 expenses for the project, except consumable supplies and travel. Include such things as rent, office supplies, postage, paper, communications, equipment, contract labor or services. 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: Indirect expenses for the project such as overhead or administrative costs. 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 C
CALFRESH OUTREACH BUDGET
NAME

Descriptions here

Amounts Here

A. Personnel Costs (Note: due to low activity for 1 st half of grant FTE% does not track)	
Title: Salary Calculation: Duties Description:	\$
Title: Salary Calculation: Duties Description:	\$
Title: Salary Calculation: Duties Description:	\$
Title: Salary Calculation: Duties Description:	\$
Total Personnel Costs:	\$
B. Operational Costs	
Title: Description:	\$
Total Operational Costs:	\$
C. Consumables/Supplies	
Title: Description:	\$
Title: Description:	\$
Title: Description:	\$
Title: Description:	\$
Total Consumable/Supplies:	\$
D. Transportation/Travel	
Title: Description:	\$
Total Transportation/Travel:	\$
E. Other Costs	
Title: Administrative Cost Description: 10% of direct services	\$
Total Other Costs:	\$
Total :	\$

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 D
CALFRESH OUTREACH INVOICING GUIDELINES
NAME

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 01 through September 30	October 31
2	October 01 through December 31	January 31
3	January 01 through March 31	April 30
4	April 01 through June 30	July 31
Final invoice	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 or invoice summaries unless requested by COUNTY.

EXHIBIT E CALFRESH OUTREACH INVOICE WORKSHEET AND SUMMARY FORM NAME

Exhibit E

CalFresh Outreach Itemized Invoice Worksheet

Invoice Date:		Contract Term:		
Invoice Type:	_____	Invoice Period:		

	Invoice Amounts	Previous Invoice Totals	Approved Budget	Remaining Balance
Descriptions:				
A. Personnel Costs				
Title:				
Salary Calculation:	\$0.00	\$0.00	\$0.00	\$0.00
Duties Description:				
Title:				
Salary Calculation:	\$0.00	\$0.00	\$0.00	\$0.00
Duties Description:				
Title:				
Salary Calculation:	\$0.00	\$0.00	\$0.00	\$0.00
Duties Description:				
Title:				
Salary Calculation:	\$0.00	\$0.00	\$0.00	\$0.00
Duties Description:				
Title:				
Salary Calculation:	\$0.00	\$0.00	\$0.00	\$0.00
Duties Description:				
Title:				
Salary Calculation:	\$0.00	\$0.00	\$0.00	\$0.00
Duties Description:				
Title:				
Salary Calculation:	\$0.00	\$0.00	\$0.00	\$0.00
Duties Description:				
Total Personnel:				
	\$0.00	\$0.00	\$0.00	\$0.00
B. Operational Costs (Rent, Utilities, Phones, etc)				
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 Operating Costs:				
	\$0.00	\$0.00	\$0.00	\$0.00
C. Consumables/Supplies (Supplies and Consumables should be separate)				

Exhibit E

CalFresh Outreach Invoice Summary

Contractor Name
Coordinator/Contact
Address
Phone

Invoice Date: <u>1/0/1900</u>	Contract Term: <u>1/0/1900</u>
Invoice Type: <u>0</u>	Invoice Period: <u>0</u>

Description	Totals
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

Total Amount Due: \$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: Social Services Finance

 (707) 441-5424 • Fax: (707) 441-5590



Program Coordinator _____ Date _____

Fiscal Coordinator _____ Date _____

Budget Unit/Line _____

EXHIBIT F
CALFRESH OUTREACH REPORTING GUIDELINES
NAME

CONTRACTOR shall prepare and submit all quarterly and final project 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. Final project reports 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 project reports submitted pursuant to the terms and conditions of this Agreement.

Quarter*	Dates Included	Date Invoices Due to DHHS
1	July 01 through September 30	October 31
2	October 01 through December 31	January 31
3	January 01 through March 31	April 30
4	April 01 through June 30	July 31
Final invoice	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 Ten Thousand Dollars (\$10,000.00) or less shall only be required to submit a final project report.

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 recipients of the community outreach services that were provided pursuant to the terms and conditions of this Agreement were

benefitted.

- 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 value of the outcomes that resulted from of the community outreach services that were provided pursuant to the terms and conditions of this Agreement.

2. FINAL REPORT NARRATIVE:

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

- Process Evaluation:
 - A detailed description of whether the community outreach services provided pursuant to the terms and conditions of this Agreement were of the right quality and content to support the CalFresh program.
 - A detailed description of how many people received the community outreach services provided pursuant to the terms and conditions of this Agreement.
 - A detailed description of how many people received CalFresh benefits as a result of the community outreach services 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 reached the intended populations.
 - A detailed description of how the recipients of the community outreach services that were provided pursuant to the terms and conditions of this Agreement were benefitted.
- Outcome Evaluation:
 - 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 any and all short term, intermediate and long term benefits 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 how the outcomes that resulted from the community outreach services that were provided pursuant to the terms and conditions of this Agreement were worth the resources invested in the program.
- A detailed description of what your organization could have done differently to support the CalFresh program and how your organization is prepared to make such changes, if applicable.

EXHIBIT G
CALFRESH OUTREACH QUARTERLY PROJECT REPORT FORM
NAME



Outreach Contract Quarterly Report Form
2019-20

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, regardless of when an agency’s contract begins or ends. The table below shows each fiscal year quarter and the report due dates. If the total agreement amount is \$15,000 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 are 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: Humboldt County DHHS – Social Services
 Attention: Appolonia Coan, Staff Services Analyst
 929 Koster St.
 Eureka, CA 95501

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.

Some questions to consider when completing the narrative sections of the report:

- How did the programs/services support CalFresh Outreach?
- How did you calculate the number of individuals your organization is reported to have reached? There is no one way to accomplish this and each agency is different.

- Did the programs/services reach the populations it was intended to reach, and were the participants satisfied?
- What were the program results, and did the program produce the intended changes? Unintended changes?
- Was the value of the outcomes achieved worth the resources invested in the program?

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 email CalFreshOutreach@co.humboldt.ca.us or call Appolonia Coan at 707-476-4760. You can contact Paris Bauer at 707-476-4799 if Appolonia is unavailable.

Humboldt County CalFresh Outreach Partnership



Quarterly Report Form

Organization Name: _____

Please Check Applicable Report Cycle (please do not edit cycle information):

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

Contact Name: _____ Phone: _____ Email: _____

Instructions: Enter the numbers of people you reached or served in the tables below, being careful not to duplicate counts. Example: If you provided one application and one nutrition pamphlet, this would be entered as “1” for applications on section 2 and “1” on section 7. You would not enter “2” in each space.

A. Enrollment Activities and Support:

Use this section to tell us the number of people who participated in your enrollment activities.

Number of participants:	Total
1. CalFresh educational materials distributed, benefits/requirements presented/ provided. Provide details in the Narrative Section below. <i>*Count the number of materials handed out in total.</i>	
2. Applications provided/handed out Provide details in the Narrative Section below. <i>*i.e. The number of applications physically handed to customers, the number of households that were directed to GetCalFresh/C4Yourself, or the number of households directed to Social Services Office to apply, etc.</i>	

Number of participants:	Total
3. Applications assisted. Provide details in the Narrative Section below. <i>*i.e. Staff member assisted customer w/ completing application, staff faxed in application, etc. Count the number of applications assisted, not the number of total people on each application.</i>	
4. DHHS visit assisted. Discuss how your organization was able to help in the Narrative Section below. <i>*i.e. Staff drove them, a bus pass was provided, etc.</i>	
5. Retention assisted. Provide details in the Narrative Section below. <i>*Examples: assisting customer to complete their Semi-Annual Report (SAR7), Annual Re-Certification (RE), interpreting their Notice of Action (NOA), assist with collecting verifications, prompting they contact the county about household changes, etc.</i>	
6. Specialized services to reach populations with low CalFresh participation rates discuss these services in the Narrative Section below. <i>*This could be focused efforts to enroll people who are rurally located, experiencing homelessness, under employed, tribe members, disabled, seniors, students or other specific population.</i>	
6a. Specialized services or projects to reach SSI recipients who are no longer ineligible as of 6/1/2019. <i>*You can count this number in the total for section 6 as well, and then separate out the SSI population for this data point.</i>	

Enrollment Activities and Support Narrative: (Please use this space to provide specifics of the Enrollment Activities and Support that your organization has completed over the last quarter.)

B. Positive Messaging of CalFresh:

Use this section to tell us the number of people who participated in your CalFresh-linked healthy eating activities and other projects intended to destigmatize benefits.

Number of participants or recipients of the following:	Total
7. Educational materials distributed or provided: Provide details in the Narrative Section below.	
8. Educational activities, involvement, or demonstrations (gardening/ exercise/ cooking) provided: Provide details in the Narrative Section below	
9. Food distributed or meals provided: Provide details in the Narrative Section below.	

Positive Messaging of CalFresh Narrative: (Please use this space to provide specifics of how your organization used positive messaging and activities to link benefits to a healthy lifestyle and destigmatize CalFresh over the last quarter.)

C. Media:

Use this section to identify the number of CalFresh linked messages you delivered through media, including newsletters, websites and posters. Please remember all content must be reviewed by DHHS Media prior to being issued.

Number of messages delivered through media:	Total
10. Number of possible readers of print media or articles: Provide details in the Narrative Section below.	
11. Number of possible viewers/listeners of non-print broadcast media: Provide details in the Narrative Section below.	
12. Number of possible readers of newsletter articles, client mailers or flyers, or other agency publications: Provide details in the Narrative Section below.	
13. Web content visits (specifically CalFresh): Provide details in the Narrative Section below.	

Media Narrative: (Please use this space to provide specifics of the messaging delivered through media that your organization has completed over the last quarter.)

D. Closing Narrative:

Provide a story or comment specifically related to your organization/project's CalFresh Outreach activities over the past quarter. This can include, but is not limited to, success stories or your customers overcoming obstacles to access CalFresh; challenges you or your organization have overcome to better provide CalFresh Outreach or events that highlighted your agency's strength as a DHHS partner.

EXHIBIT H
CALFRESH OUTREACH FINAL PROJECT REPORT FORM

NAME



Outreach Contract Final Report Form 2019-20

Use the attached Final Summary Report Form to tell DHHS about your project and to share your ideas for improvement. **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 Appolonia Coan at 707-476-4760 or Paris Bauer at 707-476-4799.

Due date:

The Final Summary Report is due one month after completion of the contract term. This report is required even if you are required to submit a quarterly report on the same date. Agreements for \$15,000 or less are only required to submit a Final Summary Report.

Report	Dates Included	Date Report Due to DHHS
Final Summary Report	Entire contract term	One month after term end

Submission of Report:

The Final Report 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: Humboldt County DHHS – Social Services
Attention: Appolonia Coan, Staff Services Analyst
929 Koster St.
Eureka, CA 95501

Report:

In your narrative, 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 to support CalFresh Outreach?
- How many individuals did you help either receive or maintain CalFresh benefits?
- Did the program reach the population that it was intended to reach? Participant count in total?
- Are those who participated satisfied with the program?

Outcome evaluation focuses on answers to these types of questions:

- What were the program results and did the program produce the intended changes? Unintended changes?
- At what level were changes sought and accomplished—short term, intermediate or long term?
- How did the programs results compare in terms of effectiveness and efficiency, and was the outcome achieved worth the resources invested in the program?

- As your contract comes to an end, discuss what your organization could have done differently to better support CalFresh Outreach? If you are planning on continuing this program, how has your organization prepared to make these changes?

Humboldt County CalFresh Outreach Partnership Final Summary Report Form



Due one month after term end

Organization Name: _____ Report Due Date: _____

Contact Name: _____ Phone: _____ Email: _____

Please attach a narrative report (a maximum of four pages, exclusive of attachments) addressing the items outlined in the sections below. If you also have a Quarterly Report due it will need to be submitted as well for the months it covered, even if you are including those months in this final report. You may attach any other relevant materials or reports.

A. Results/Outcomes

1. Describe the grant activities and events completed to provide application assistance and referrals, as well as benefit retention assistance.
2. What difference did this grant make for the area and 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. Discuss any activities you completed to reduce stigma and encourage the use of CalFresh benefits. This may include events and activities, such as cooking demonstrations and community garden programs, to educate participants. Clearly include how you linked CalFresh to these projects.
4. Describe any unanticipated results, positive and negative, not already described above.

B. Lessons Learned

5. 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.
6. 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

7. If you will be continuing this program, what are your plans for sustaining or expanding the program?
8. 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

9. Please share with us any other comments or recommendations you would like to make regarding the relationship between DHHS CalFresh Outreach and your organization.
10. Please share anything else relating to your CalFresh Outreach efforts that you would like us to know about.