



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-8

For the meeting of: September 6, 2016

Date: July 21, 2016

To: Board of Supervisors

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

Subject: Agreement with Food for People, Inc. to Assist with CalFresh Outreach and Support Activities.

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approves the agreement with Food for People, Inc to assist the Department of Health and Human Services (DHHS) increase utilization of CalFresh benefits by eligible households; and
2. Authorizes the Chair to execute three (3) originals of the agreement (Attachment 1); and
3. Directs the Clerk of the Board to route two (2) fully executed originals of the agreement to the (DHHS)-Contract Unit for forwarding to DHHS-Social Services Administration.

SOURCE OF FUNDING:

Social Services Fund 1160

Prepared by Leigh Pierre-Oetker

CAO Approval *[Signature]*

REVIEW:

Auditor _____ County Counsel *HJ* Human Resources *[Signature]* Other _____

TYPE OF ITEM:

Consent
 Departmental
 Public Hearing
 Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. C-10; C-13; C-8; C-7

Meeting of: 3/20/12; 11/12/13; 9/16/14; 10/13/15

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

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

Ayes *Sundberg, Fennell, Lovelace, Bohn, Bass*
Nays _____
Abstain _____
Absent _____

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

Dated: Sept. 10, 2016
By: *[Signature]*
Kathy Hayes, Clerk of the Board

DISCUSSION:

Food for People is the designated food bank for Humboldt County and provides a range of hunger relief services, including an on-site Choice Pantry in Eureka, Backpacks for Kids, Summer Lunch, Mobile Produce Pantry, Senior Brown Bag and Homebound Delivery programs, Emergency Food and Disaster Program, Pantry Network hosting, and CalFresh Outreach. Food for People (FfP) currently reaches an average of 12,000 individuals each month, representing about 9% of the county's total population.

Food for People plays a vital role in CalFresh outreach in Humboldt County. FfP provides food, training and support, as well as CalFresh pre-screening, application assistance and/or printed materials to 16 different pantry sites, and four seasonal produce distribution sites in Humboldt County. FfP also provides nonperishable food and outreach and referral assistance in partnership with DHHS mobile outreach programs. In addition to integrating CalFresh outreach into all FfP programs, FfP trains CalFresh application assisters, produces educational materials, partners with other agencies on related projects, hosts and manages the CalFresh Task Force, and maintains the CalFresh Task Force website, which includes outreach support materials for all partners.

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

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

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

DHHS recommends that the Board approves and authorizes the Chair to execute this Agreement and directs the Clerk of the Board to return two executed originals of the Agreement to the DHHS-Social Services Administration.

FINANCIAL IMPACT:

The costs associated with this agreement have been budgeted in the approved fiscal year 2016-17 budget in fund 1160, Budget Unit 511 in the amount of \$936,893. There will be no impact to the county's General Fund.

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

OTHER AGENCY INVOLVEMENT:

None.

ALTERNATIVES TO STAFF RECOMMENDATIONS:

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

ATTACHMENTS:

Attachment 1: Agreement with Food for People (3 originals)

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
FOOD FOR PEOPLE**

This Agreement, entered into this 10th day of Sept., 2016, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Food for People, a California Not for Profit Corporation, 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 on October 1, 2016 and shall remain in full force and effect until September 30, 2017, 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 Nine Hundred Thirty-Six Thousand Eight Hundred Ninety-Three Dollars (\$936,893.00). 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.
- 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 monthly 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: Fiscal
507 F St.
Eureka, CA 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: CalFresh Outreach
929 Koster St.
Eureka, CA 95501

CONTRACTOR: Food for People
Attention: Anne Holcomb
307 W. 14th St.
Eureka, CA 95501

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).
 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.
- 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, 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, 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 insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
4. For claims related to this 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: Food for People
Attention: Anne Holcomb
307 W. 14th St.
Eureka, CA 95501

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.

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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.

[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.

FOOD FOR PEOPLE:

By:  Date: 8/3/2016

Name: Nicholas Vogel

Title: Board President

By:  Date: 8/3/2014

Name: Jerome T. Simone

Title: Treasurer

COUNTY OF HUMBOLDT:

By:  Date: 9/6/16

Mark Lovelace
Chair, Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By:  Date: 8/10/16

Risk Analyst

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates

**EXHIBIT A
SCOPE OF SERVICES
FOOD FOR PEOPLE**

Goals and Outcomes for 2016 – 2017 contract year:

The goal of this contract is to increase CalFresh awareness, enrollment and application success rate.

Objective 1 – Increase participation in CalFresh in Humboldt County by raising awareness of CalFresh, providing information on eligibility guidelines and assisting with CalFresh applications among potentially eligible populations.		
Task Description	Duration/Month	Details and Outcomes
A Outreach staff will develop CalFresh outreach materials and distribute a minimum of 2,500 flyers each month through Food for People's (FFP) distribution and Outreach programs.	1-12	<ul style="list-style-type: none"> • Reach a minimum of 3,000 low-income individuals monthly; • Customize materials for target populations (families with children, seniors, disabled, adults, Spanish-speakers); • Disseminate outreach materials through Choice Pantry, Pantry Network of 16 remote pantries countywide, Senior Brown Bag, Homebound Delivery, Backpacks for Kids, Mobile Produce Pantry, and seasonal free produce distribution programs.
B Outreach staff will conduct direct CalFresh outreach at pantry, senior distribution, free produce distribution and Mobile Produce Pantry sites, including direct education, screening, application assistance, and assistance with benefit retention.	1-12	<p>Reach households accessing Food for People's various monthly distribution programs with direct outreach by:</p> <ul style="list-style-type: none"> • Traveling to distribution sites to pre-screen a minimum of 4,000 clients for CalFresh; • Assisting with the completion of a minimum of 150 applications; • Educating clients and site volunteers about CalFresh; • Responding to client e-requests for help via FFP website "CalFresh Call Back" form; • Posting messaging at sites; • Application Assistors and Outreach Driver for Mobile Produce Pantry will pre-screen all households at Mobile Produce Pantry sites and provide follow-up application assistance or referral to DHHS Mobile Outreach Vehicle (MEV) and CalFresh partner application sites; • Pantry Network Coordinator to assist with outreach activities at 17 pantry sites.
C Outreach staff and Outreach Driver for Mobile Produce Pantry vehicle will pre-screen all households at Mobile Produce Pantry distribution sites for CalFresh and provide follow-up application assistance or referral to DHHS Mobile Outreach Vehicle (MEV) and/or Street Outreach Services (SOS).	1-12	<ul style="list-style-type: none"> • Travel in accordance with MEV/SOS schedule and sites and additional sites as determined by community requests; • Reach a minimum of 400 households monthly, representing a minimum of 1000 individuals; • Reach between 6 and 10 sites each month; • Intake file will be generated for each client, and staff will track data and CalFresh eligibility status.
D Table at community events.	1-12	<ul style="list-style-type: none"> • Table at a minimum of 5 community events (including health fairs, festivals, other outreach opportunities at events) providing CalFresh information, education, pre-screening and application assistance.
E Maintain contact with key DHHS CalFresh staff, to identify preferred methods of handling applications, report barriers experienced by applicants assisted by Food for People, and communicate on behalf of clients, whether the application originated at Food for People or with another partner.	1-12	<ul style="list-style-type: none"> • Track all follow up activities through Oasis Insight CalFresh database on a case by case basis.

F	Pilot use of Oasis Insight (CalFresh outreach tracking database) at several remote pantry sites, to collect client intake data, including CalFresh status and next steps for following up with application assistance and/or retention of benefits.	3-12	<ul style="list-style-type: none"> • Provide training and ongoing support in use of Oasis Insight to staff and volunteers at pantry pilot sites; • Determine whether use of Oasis Insight proves helpful in identifying potentially eligible clients at remote pantry sites that Outreach staff can follow up with directly; • Food for People will continue to operate as lead Administrator of Oasis Insight for our Pantry Network, with ability to run reports on individual pantries.
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Objective 2 –Provide follow-up outreach assistance to increase success rate of applications submitted to County.		
Task Description	Duration and/or Completion	Details and Outcomes
A	Outreach Staff will assist clients in providing supporting application documentation with CalFresh applications submitted to DHHS.	1-12 <ul style="list-style-type: none"> • Prepare all clients to bring copies of supporting documentation to be submitted by Food for People with CalFresh applications, or shortly thereafter, to increase number of complete applications and the approval rate; • Continue to increase number of applications submitted with supporting documentation.
B	Outreach Staff will obtain Release of Information (ROI) forms from clients assisted with CalFresh applications, to increase success rate of CalFresh applications and assist with retention of benefits.	1-12 <ul style="list-style-type: none"> • Offer assistance completing the ROI form to all willing CalFresh applicants and current CalFresh recipients seeking assistance with benefits retention, to aid in communications between the County and the client, and improve the ultimate success rate of application submissions; • Submit ROI forms to County along with applications.
C	Outreach Staff will track all clients pre-screened and assisted with applications and will conduct follow-up phone calls with clients, to assist in increasing success rate of applications submitted and reduce churn at time of semi-annual reporting (SAR) and recertification.	1-12 <ul style="list-style-type: none"> • Track all clients and assistance provided by utilizing Oasis Insight CalFresh tracking database; • Utilize database for conducting follow-up with applicants and prospective applicants, to ensure success of application; • Assist a minimum of 400 applicants with benefit retention; • Utilize database for SAR and recertification follow-up assistance, to reduce churn.
D	Track and report barriers experienced by applicants to designated key county CalFresh staff	1-12 <ul style="list-style-type: none"> • Track all barriers experienced by clients or Outreach staff and communicate to key county staff.
E	Provide technical assistance to clients experiencing problems with application process or retention of benefits, regardless of whether application originated at Food for People or at a partner organization.	1-12 <ul style="list-style-type: none"> • Track technical assistance provided to clients whose applications originated at Food for People or at a partner organization.
F	Assist DHHS in piloting and implementing program process changes and improvements	1-12 <ul style="list-style-type: none"> • Work with key county staff, as required, to support pilot projects and improvements in the tools and processes used for CalFresh enrollment.
G	All staff and volunteers assisting CalFresh applicants must sign a statement of confidentiality.	1-12 <ul style="list-style-type: none"> • Confidentiality agreement will be approved by County.

Objective 3 – Educate, train and be a resource to community partners on CalFresh guidelines, information, training and outreach techniques.

Task Description	Duration/Month	Details and Outcomes
<p>A Coordinate and facilitate Humboldt County CalFresh Task Force.</p>	<p>1-12</p>	<ul style="list-style-type: none"> • Convene a minimum of 6 CalFresh Task Force meetings over the course of the year, and network with a minimum of 15 project partners and other community partners conducting CalFresh outreach or otherwise serving the low-income population; • Plan agendas and provide data and informative presentation topics to improve participant organizations' CalFresh knowledge and outreach capacity and promote networking amongst project partners; • Provide notes and electronic copies of resource materials provided at all meetings.
<p>B Update and maintain CalFresh Task Force webpage.</p>	<p>1-12</p>	<ul style="list-style-type: none"> • Provide CalFresh information, updates, outreach materials and training materials for project partners. • Include local, state and federal changes; • Provide information about partners' projects, links and downloads of outreach materials that can be utilized by all project partners; • Upload documents provided by DHHS for CalFresh partners, as requested; • Track number of visits to page and specific document downloads. Share this data with DHHS, and evaluate partners' interest and level of demand for specific information.
<p>C Update and distribute quarterly e-newsletter to CalFresh Task Force project and community partners.</p>	<p>1-12</p>	<ul style="list-style-type: none"> • Provide summaries and links to educational CalFresh information for a minimum of 80 individual local professionals, representing a minimum of 25 project and community partners, emphasizing local CalFresh news and changes, in addition to relevant state and federal information.
<p>D Train project and community partners on CalFresh and application assistance, in partnership with DHHS.</p>	<p>1-12</p>	<ul style="list-style-type: none"> • Prepare for, assist with development of, and co-lead CalFresh trainings with DHHS staff; • Customize training materials for local community based organizations (CBOs) as needed; • Continue to build partner organizations' CalFresh Outreach capacity through ongoing consultation and training • Provide a minimum of 5 CalFresh trainings for 100 individuals
<p>E Plan and execute annual Humboldt County CalFresh Forum</p>	<p>4-9</p>	<ul style="list-style-type: none"> • Assemble planning committee, including DHHS CalFresh Outreach Coordinator and other staff, and conduct regular meetings to help plan agenda, speakers, workshops, and all logistics.

F	Pantry Network Coordinator will assist in educating staff and volunteers at 17 pantry sites on CalFresh outreach, to increase their capacity to conduct outreach on an ongoing basis.	1-12	<ul style="list-style-type: none"> • Assist with training of 17 pantry site coordinators on CalFresh outreach, on an ongoing basis; • Provide ongoing CalFresh education and updates for coordinators, staff and volunteers at pantry sites through monthly Pantry Network Newsletter; • Assist with training a minimum of 30 individual pantry staff and volunteers on CalFresh outreach at annual Pantry Summit; • Work with Bilingual CalFresh Application Assistor to learn individual pantries' client intake processes, conduct pantry intake interviews that include CalFresh pre-screening and application assistance, and train pantries to incorporate pre-screening and referral processes into their ongoing processes.
G	Community Education.	ongoing	<ul style="list-style-type: none"> • Collaborate with DHHS and project partners to coordinate community education via newsletters, print materials and community events • Reach a minimum of 7,000 individuals.
H	Engage in professional development specific to CalFresh by attending relevant state-wide CalFresh conferences and CalFresh Outreach peer-to-peer networking meetings.	ongoing	<ul style="list-style-type: none"> • Attend California Food Policy Advocates' annual CalFresh Forum to learn about best practices in other counties and states, network, and bring information back to Humboldt County and the CalFresh Task Force • Attend California Association of Food Banks' CalFresh Outreach trainings, CalFresh Peer-to-Peer training and networking meetings.

Objective 4 – Implement outreach projects and community education activities to increase CalFresh enrollment.

Task Description	Duration/Month	Details and Outcomes
<p>A Partner with local Farmers' Markets and Market Match program to increase use of CalFresh.</p> <p>Both Market Match and market vouchers have been effective ways to support behavior change as clients are introduced to local markets and see the direct benefits of enrolling in CalFresh. Food for People will manage the market voucher portion of this collaborative effort.</p>	4 to 12	<ul style="list-style-type: none"> • Convene planning meetings with key partners; • Develop and provide vouchers as an educational and introductory tool for prospective CalFresh applicants. Develop a complete information packet for voucher recipients about applying for CalFresh in order to spend CalFresh dollars at local farmers' markets; • Use vouchers to encourage enrollment and educate clients on the use of benefits at markets by distributing vouchers at Food for People's CalFresh enrollment clinics, to WIC participants, and at senior food distribution and meal sites; • Distribute and track all vouchers; • Develop and implement a CalFresh enrollment clinic schedule for promoting CalFresh alongside the Market Match program county-wide (Outreach staff); • Encourage use of CalFresh for purchasing fresh produce and plant starts to promote "Grow Your Garden with CalFresh"; • Work with North Coast Growers' Association (NCGA) to educate potential CalFresh recipients on the ability to use benefits at farmers' markets.
<p>B Educate the community about CalFresh, eligibility, where CalFresh can be spent, and impact of the program in our community.</p>	6-8	<ul style="list-style-type: none"> • Educate community about CalFresh benefits, eligibility guidelines and how to apply locally; • Educate community about using CalFresh at Humboldt County farmers' markets and growing a garden with CalFresh benefits; • Outreach staff will tour Food for People's network of 17 pantries to conduct CalFresh enrollment clinics.
<p>C Grow Your Garden with CalFresh</p>	1-12	<ul style="list-style-type: none"> • Educate the community about using CalFresh to purchase seeds and plants that produce food in one's garden; • Update and print "Grow Your Garden with CalFresh" brochures in English and Spanish, and share with partners; • Design and print cards with gardening tips for specific fruit and vegetable seeds and starts that can be purchased with CalFresh and grown locally.
<p>D Maintain Food for People's CalFresh Outreach web page, to assist clients and the community with pre-screening for CalFresh and learning more about the program and various places to apply.</p>	1-12	<ul style="list-style-type: none"> • Continually update Food for People's CalFresh Outreach webpage and make it user-friendly, readable, and helpful to clients and the low-income community

Objective 5 - Provide Nutrition Education alongside CalFresh outreach, educating food bank clients about how CalFresh can help with access to healthy meals.

Task Description	Duration/Month	Details and Outcomes
<p>A CalFresh flyers and print materials will be accompanied by healthy recipes and nutrition information.</p>	<p>1-12</p>	<ul style="list-style-type: none"> • Reach a minimum of 3,000 low-income individuals monthly. Customize materials for target populations (families with children, seniors, disabled, adults); • Disseminate materials through Food for People's Choice Pantry, Pantry Network of 16 remote pantries countywide, Senior Brown Bag, Homebound Delivery, Backpacks for Kids, Mobile Produce Pantry, and seasonal free produce distribution programs; • Include Nutrition Education materials on the reverse side of CalFresh print materials distributed through Food for People's distribution programs.
<p>B Outreach staff will conduct food demos at pantry, senior distribution; free produce distribution and Mobile Produce Pantry sites, demonstrating healthy foods that can be prepared with CalFresh.</p>	<p>1-12</p>	<ul style="list-style-type: none"> • Conduct a minimum of 50 food demos; • Reach a minimum of 500 individuals monthly; • Provide CalFresh materials and guidelines; pre-screen clients; • Coordinate CalFresh pre-screening and application assistance referrals with MEV, as appropriate; • Assist with completing CalFresh applications at demo events, as available.
<p>C Outreach staff will conduct cooking classes with food bank programs' clients, demonstrating healthy foods that can be prepared with CalFresh.</p>	<p>1-12</p>	<ul style="list-style-type: none"> • Conduct a minimum of 8 cooking classes; • Reach a minimum of 15 low-income clients monthly; • Include brief presentation on CalFresh; • Provide CalFresh outreach materials; • Provide pre-screening and application assistance.
<p>D Include nutrition-related CalFresh messaging in food bank newsletters, including healthy, low-cost recipes that can be prepared utilizing CalFresh benefits.</p>	<p>1-12</p>	<ul style="list-style-type: none"> • Reach 4,500 readers through Food for People newsletter; • Reach 16 remote pantry sites through Pantry Network Newsletter; • Reach a minimum of 25 community partners through Food for People's Nonprofit Network program newsletter. This program allows community-based organizations serving low-income families and children to access our food for their programs.

Objective 6 – Provide quarterly program reports related to activities and outcomes. Provide final report one month after the end of the contract term.

	Task Description	Duration/Month	Details and Outcomes
A	Quarterly Reports	Month 4, 7, 10	<ul style="list-style-type: none"> • Track all data and outcomes outlined in this Scope of Work; • Submit quarterly reports by one month after end of each quarter, using the quarterly report forms provided by DHHS; • Submit a final report one month after contract completion using the report form provided by DHHS.

EXHIBIT B

SCHEDULE OF RATES FOOD FOR PEOPLE

CONTRACTOR agrees that the total maximum compensation cap for services performed and costs incurred under this Agreement is Nine Hundred Thirty-Six Thousand Eight Hundred Ninety-Three Dollars (\$936,893.00), 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.

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 monthly 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:

Monthly Invoices are due one month after the end of each month. A final Itemized Invoice is due one month after completion of the contract term.

EXHIBIT B
Budget
Food for People

Descriptions

Amounts

Descriptions	Amounts
A. Personnel Costs	
Title: See Work Sheet as attachment to Exhibit B	
Total Personnel Costs:	\$308,126.92
B. Operational Costs	
Title: Storage Costs Description: Offsite warehouse rent, insurance, utilities, pest control	\$17,340.00
Title: Printing and Copying Description: Vouchers, forms	\$8,600.00
Title: CAFB Dues Description:	\$4,500.00
Title: Tech support for website Description:	\$4,800.00
Title: Outreach Supplies Description:	\$3,879.00
Title: Project Operating expenses Description: phone, garbage, etc. @ \$300/month	\$3,600.00
Title: Oasis Insight Description: 9 Users	\$3,100.00
Title: Computers for 3 Pantry Outreach sites	\$1,500.00
Total Operational Costs:	\$47,319.00
C. Consumables/Supplies	
Title: Produce Purchases and related expense	\$54,000.00
Title: Non-perishable Food Purchases and related expenses	\$411,500.00
Title: CalFresh Outreach Voucher Redemption	\$8,000.00
Total Consumable/Supplies:	\$473,500.00
D. Transportation/Travel	
Title: Refrigerated Isuzu Truck Expenses Description: Fuel, annual registration, insurance, maintenance and repair	\$16,475.00
Title: Outreach mileage and per diem Description:	\$6,300.00
Total Transportation/Travel:	\$22,775.00
E. Other Costs	
Title: Indirect Overhead @ 10% Description:	\$85,172.08
Total Other Costs:	\$85,172.08
Total :	\$936,893.00

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.

**CalFresh Payroll Projections
Fiscal Year 2016-17**

2016-17

			40 hrs/wk	
CFO Assistor/Nutrition Ed	\$14.00	\$	29,120.00	
	100%	\$	1,805.44	FICA 6.2%
		\$	422.24	Medicare 1.45%
		\$	1,805.44	SUI
		\$	5,049.12	Health Ins.
		\$	914.04	Dental-Vis-Life
		\$	230.05	Workers Comp. sales rate = .79%
		\$	39,346.33	Total Projected 16/17 Salary
			17 hrs/wk	
DBMgr.	\$13.00	\$	11,492.00	
		\$	712.50	FICA 6.2%
		\$	166.63	Medicare 1.45%
		\$	712.50	SUI
		\$	2,213.76	Health Ins.
		\$	374.26	Dental-Vis-Life
		\$	80.44	Workers Comp. clerical rate = .70%
		\$	15,752.09	Total Projected 16/17 Salary
			40 hrs/wk	
Driver	\$14.42	\$	29,993.60	
		\$	1,859.60	FICA 6.2%
		\$	434.91	Medicare 1.45%
		\$	1,859.60	SUI
		\$	5,049.12	Health Ins.
		\$	914.04	Dental-Vis-Life
		\$	2,975.37	Workers Comp. whs rate = 9.92%
		\$	43,086.24	Total Projected 16/17 Salary
			40 hrs/wk	
Warehouse Coord	\$12.36	\$	25,708.80	
		\$	1,593.95	FICA 6.2%
		\$	372.78	Medicare 1.45%
		\$	1,593.95	SUI
		\$	7,961.16	Health Ins.
		\$	1,009.44	Dental-Vis-Life
		\$	2,550.31	Workers Comp. whs rate = 9.92%
		\$	40,790.39	Total Projected 16/17 Salary
			40 hrs/wk	
Warehouse Assist	\$12.36	\$	25,708.80	
		\$	1,593.95	FICA 6.2%
		\$	372.78	Medicare 1.45%
		\$	1,593.95	SUI
		\$	5,081.76	Health Ins.
		\$	914.04	Dental-Vis-Life
		\$	2,550.31	Workers Comp. whs rate = 9.92%
		\$	37,815.59	Total Projected 16/17 Salary
			5 hrs/wk	
Volunteer Coord.	\$14.42	\$	3,749.20	
		\$	232.45	FICA 6.2%
		\$	54.36	Medicare 1.45%
		\$	232.45	SUI
		\$	511.85	Health Ins.
		\$	113.81	Dental-Vis-Life
		\$	371.92	Workers Comp. whs rate = 9.92%
		\$	5,266.04	Total Projected 16/17 Salary
			5 hrs/wk	
LFR Coord.	\$15.86	\$	4,124.12	
		\$	255.70	FICA 6.2%
		\$	59.80	Medicare 1.45%
		\$	255.70	SUI
		\$	618.90	Health Ins.
		\$	114.03	Dental-Vis-Life
		\$	409.11	Workers Comp. whs rate = 9.92%
		\$	5,837.36	Total Projected 16/17 Salary

**CalFresh Payroll Projections
Fiscal Year 2016-17**

Pantry Network Coordinator			14 hrs/wk	
\$13.39	\$	9,747.92		
	\$	604.37	FICA 6.2%	
	\$	141.34	Medicare 1.45%	
	\$	604.37	SUI	
	\$	3,184.46	Health Ins.	
	\$	403.78	Dental-Vis-Life	
	\$	966.99	Workers Comp.	whs rate = 9.92%
	\$	15,653.23	Total Projected 16/17 Salary	
Cal Fresh Outreach Coordinator			40 hrs/wk	
\$14.94	\$	27,958.32		
90%	\$	1,733.42	FICA 6.2%	
	\$	405.40	Medicare 1.45%	
	\$	1,733.42	SUI	
	\$	4,779.11	Health Ins.	
	\$	842.08	Dental-Vis-Life	
	\$	220.87	Workers Comp.	sales rate = .79%
	\$	37,672.62	Total Projected 16/17 Salary	
CFO Application Assistor			32 hrs/wk	
\$13.39	\$	22,280.96		
	\$	1,381.42	FICA 6.2%	
	\$	323.07	Medicare 1.45%	
	\$	1,381.42	SUI	
	\$	5,400.00	Health Ins.	
	\$	864.00	Dental-Vis-Life	
	\$	176.02	Workers Comp.	sales rate = .79%
	\$	31,806.89	Total Projected 16/17 Salary	
Executive Director			5 hrs/wk	
\$34.61	\$	8,998.08		
	\$	557.88	FICA 6.2%	
	\$	130.47	Medicare 1.45%	
	\$	557.88	SUI	
	\$	1,529.42	Health Ins.	
	\$	164.39	Dental-Vis-Life	
	\$	71.08	Workers Comp.	sales rate = .79%
	\$	12,009.20	Total Projected 16/17 Salary	
Finance Director			1 hr/wk	
\$40.00	\$	2,080.00		
	\$	128.96	FICA 6.2%	
	\$	30.16	Medicare 1.45%	
	\$	128.96	SUI	
	\$	16.43	Workers Comp.	sales rate = .79%
	\$	2,384.51	Total Projected 16/17 Salary	
Bookkeeper			7 hrs/wk	
\$19.82	\$	7,213.46		
	\$	447.23	FICA 6.2%	
	\$	104.60	Medicare 1.45%	
	\$	447.23	SUI	
	\$	968.52	Health Ins.	
	\$	116.96	Dental-Vis-Life	
	\$	56.99	Workers Comp.	sales rate = .79%
	\$	9,354.99	Total Projected 16/17 Salary	
Director of Programs			9 hrs/wk	
\$19.57	\$	9,158.73		
	\$	567.84	FICA 6.2%	
	\$	132.80	Medicare 1.45%	
	\$	567.84	SUI	
	\$	721.30	Health Ins.	
	\$	130.58	Dental-Vis-Life	
	\$	72.35	Workers Comp.	sales rate = .79%
	\$	11,351.44	Total Projected 16/17 Salary	
	\$	308,126.92	Total Projected Salaries/Payroll Taxes/Benefits	
Totals - DHHS Contract	\$	217,334.01	Total Salaries	
	\$	13,474.71	FICA 6.2%	
	\$	3,151.34	Medicare 1.45%	
	\$	13,474.71	SUI	
	\$	43,068.47	Health Ins.	
	\$	6,875.42	Dental-Vis-Life	
	\$	10,748.26	Workers Comp.	
	\$	308,126.92	Total Salaries/Payroll Taxes/Benefits	

Attachment 1 to Exhibit B -(Program/Service)- Invoice Summary

Contractor Name Coordinator/Contact Address Phone
--

Invoice Date: _____

Contract Term: 7/1/16 - 6/30/17

Invoice Type: Quarterly

Invoice Period: _____

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.

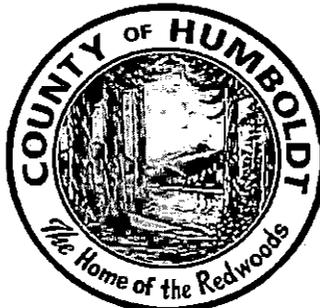
Signature and date: _____

Print Name and Title: _____

Send invoice to:

COUNTY OF HUMBOLDT
 DHHS, Financial Service Division
 507 F Street, CB Unit
 Eureka Ca 95501
 Attn: Social Services Finance

(707) 441-5424 • Fax: (707) 441-5590



Program Coordinator _____ Date _____

Fiscal Coordinator _____ Date _____

Budget Unit/line: _____

**Attachment 1 to Exhibit B
Program/Services
Itemized Invoice Worksheet
Contractor Name**

Invoice Date: _____

Contract Term: 7/1/16 - 6/30/17

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:			
Title: Salary and Benefits Calculation:			0
Duties Description:			
Total Personnel:	0.00	0.00	0.00

Descriptions	Amounts	Approved Budget	Remaining Balance
B. Operational Costs (Rent, Utilities, Phones, etc.)			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			

Total Operating Costs: 0 0 0

C. Consumables/Supplies (Supplies and Consumables should be separate)			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			

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.

- * Contractors 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 labbott@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 required upon submission of the Invoice Summary and Itemized Worksheet, as well as accessible upon request. Please be sure to keep them.
- * Budget changes must be discussed with the Director of Social Services or designee. 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.

* Should you have any questions regarding the invoice summary and/or itemize invoice worksheet please feel free to contact Leslie Abbott at 707-441-5421 or e-mail at labbott@co.humboldt.ca.us

*** Quarterly Invoice Schedule Option**

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