



COUNTY OF HUMBOLDT

AGENDA ITEM NO. C-28

For the meeting of: June 24, 2014

Date: June 5, 2014
To: Board of Supervisors
From: Phillip R. Crandall, Director Department of Health and Human Services Social Services
Subject: Grant Agreements for Services with Community/Family Resource Centers for CalWORKs Outreach and Support and CalFresh Outreach and Support for Fiscal Year 2014/2015.

RECOMMENDATION(S):

That the Board of Supervisors:

- 1. Approve the Grant Agreements, totaling \$753,000, with the Community/Family Resource Centers participating with CalWORKs Outreach and Support and CalFresh Outreach and Support for fiscal year 2014/2015;
2. Authorize the Department of Health and Human Services (DHHS) Director of Social Services to execute these Grant Agreements substantially in the form of the attached sample copy of the Grant Agreement upon proof of insurance;
3. Authorize the DHHS- Director of Social Services to amend the Grant Agreement form as necessary for fiscal year 2014/2015 after review and approval by County Counsel and Risk Management; and
4. Direct the Clerk of the Board to return one (1) executed Board Agenda Item to the DHHS-Contract Unit for transmittal to DHHS-Social Services Administration.

Prepared by, Sharon Wolff Staff Services Analyst I

CAO Approval

[Handwritten signature: Amy Rosen]

REVIEW:

Auditor [Handwritten: MSM] County Counsel [Handwritten: SA] Personnel Risk Manager [Handwritten: SA] Other

TYPE OF ITEM:

[X] Consent
Departmental
Public Hearing
Other

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Fennell Seconded by Supervisor Sundberg
Ayes Sundberg, Lovelace, Bohn, Fennell, Bass
Nays
Abstain
Absent

PREVIOUS ACTION/REFERRAL:

Board Order No. D-4; E-1; E-2; E-1; D-12; C-36; C-11; C-22; C-22

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

Meeting of: 3/22/05; 4/11/06; 5/22/07; 5/20/08; 5/12/09; 6/22/10; 6/14/11; 6/12/12; 6/25/13

Dated: June 24, 2014
By: [Handwritten signature: Kathy Hayes]
Kathy Hayes, Clerk of the Board

SOURCE OF FUNDING:

Social Services Fund 1160

DISCUSSION:

On March 22, 2005, the Board of Supervisors approved the plan to allow Department of Health and Human Services (DHHS) to finance Child Welfare Improvement Activities Grant funding to Humboldt County Community/Family Resource Centers (CRC/FRC). Funding to CRCs/FRCs was based on adherence to Departmental Differential Response goals and objectives.

Beginning in fiscal year 2007/2008, DHHS offered grant funding to eligible CRCs/FRCs from the DHHS CalWORKs Allocation. CalWORKs is California's Temporary Assistance to Needy Families [TANF] program. These funds were made available to the resource centers to allow them to undertake activities to support DHHS in achieving successful implementation of its CalWORKs County Plan Addendum while supporting the primary goals of the TANF program which includes providing assistance to needy families so that children may be cared for in their own homes or in the homes of relatives.

Beginning in Fiscal Year 2011/2012, DHHS offered grant funding to the CRC/FRCs to undertake and support ongoing CalFresh Outreach activities.

The plan for upcoming fiscal year 2014/2015 is to award grants totaling \$753,000 to the Humboldt Network of Family Resource Centers (HNFRC), the organization that administers the Community/Family Resource Centers for the individual locations (formerly known as Healthy Start Schools and Communities Partnership). HNFRC has worked with the Community/Family Resource Centers to determine the amount of funds that will be distributed to each center (see Attachment 1). The funding will be drawn from a combination of CalWORKs and CalFresh allocations.

The CalWORKs program provides temporary cash assistance to families while they work towards becoming self sufficient. The first purpose of CalWORKs is to assist needy families in achieving unsubsidized employment by helping to remove barriers and providing support to parents so that their children can continue to be cared for in their own home. Additionally, the CalWORKs portion of the funds will continue to support the resource centers' activities in achieving successful implementation of DHHS' CalWORKs County Plan Addendum.

The CalFresh Program helps low-income people purchase food they need for good health. Humboldt County DHHS is committed to linking the CalFresh Program to good nutritional practices and habits through informational outreach. The CalFresh portion of the funds will support the resource centers' participation in CalFresh Outreach and Nutritional Education training. The staff at the various centers will also serve community members by assisting with CalFresh applications. This integration of goals between CalWORK's and CalFresh allows for the most efficient use of resources in the community. With the execution of these Grant Agreements (Attachment 2), DHHS would like to continue funding these projects with the participating Community/Family Resource Centers.

Therefore, DHHS-Social Services recommends the Board approve the Grant Agreements, totaling \$753,000, with the Community/Family Resource Centers participating with CalWORKs Outreach and Support and CalFresh Outreach and Support for fiscal year 2014/2015, authorize the Department of Health and Human Services (DHHS) Director of Social Services to execute these Grant Agreements substantially in the form of the attached sample copy of the Grant Agreement upon proof of insurance, and authorize the DHHS-Director of Social Services to amend the Grant Agreement as necessary for fiscal year 2014/2015 after review and approval by County Counsel and Risk Management.

FINANCIAL IMPACT:

CalFresh Outreach funding for these Grant Agreements is included in the budget documents submitted to the County Administrative Office (CAO) by DHHS in Fund 1160 Budget Unit 511 for fiscal year 2014/2015. The total amount of funding for the CalFresh Outreach activities will reflect actual costs invoiced (in conjunction with CalWORKs, not to exceed a total of \$753,000). There is no impact to the County General Fund.

CalWORKs funding for these Grant Agreements is included in the budget documents submitted to the CAO by DHHS in Fund 1160, Budget Unit 505 for fiscal year 2014/2015. The total amount of funding for the CalWORKs activities will reflect actual costs invoiced (in conjunction with CalFresh, not to exceed a total of \$753,000). There is no impact to the County General Fund.

Approving the Grant Agreements supports the Board's strategic framework by improving the safety and health of vulnerable populations in Humboldt County.

OTHER AGENCY INVOLVEMENT:

Humboldt Network of Family Resource Centers (HNFRC)

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board can choose not to approve these Grant Agreements for the CalWORKs Outreach and Support and CalFresh Outreach and Support Grant. This is not recommended by the Department of Health and Human Services because this funding is critical to the participating Community/Family Resource Centers to assist them in providing valuable services in their communities.

ATTACHMENTS:

1. List of the participating Community/Family Resource Centers with the amount of CalWORKs Outreach and Support and CalFresh Outreach and Support Grant funds that each center is scheduled to receive.
2. Sample copy of the proposed Grant Agreement for the CalWORKs Outreach and Support and CalFresh Outreach and Support Projects.

**HNFRFC Partner Allocation of DHHS Contract Funds
Fiscal Sponsor Contact Information**

Site	Quarterly	Total	Site Contact	Payable to:	Mailing Address
Arcata Family Resource Center	\$9,500	\$38,000	Julie Simpson	Arcata School District	2400 Baldwin Street Arcata, CA 95521
Redwood Memorial Hospital, Blue Lake Community Resource Center	\$8,500	\$34,000	Kimberli Rios	Redwood Memorial Hospital	Attn: Martha Shanahan 2700 Dolbeer Street Eureka CA 95501
Bridgeville Community Center	\$11,250	\$45,000	Christine Frenzel	Bridgeville Community Center	P.O. Box 3, Bridgeville, CA 95526
Carlotta Healthy Start Community Center	\$8,000	\$32,000	Lani Dibble	Cuddeback Elementary	P.O. Box 7, Carlotta, CA 95528
Fortuna Elementary District Family Resource Center	\$17,250	\$69,000	Kay Chapman	Fortuna Elementary School District	Attn: Becky Giacomini, Business Manager 500 9th Street, Fortuna, CA 95540
Hupa Family Resource Center	\$5,000	\$20,000	Terra Hescocock	Hoopa Valley Tribe	83 Willow Lane Hoopa, CA 95546
Manila Community Resource Center	\$16,750	\$67,000	Carole Wolfe	Manila Community Services District	1901 Park Street Manila, CA 95521
Marshall Family Resource Center	\$17,500	\$70,000	Maureen Chase	Eureka City Schools	2100 J Street Eureka, CA 95501
Mattole Valley Community Resource Center	\$9,500	\$38,000	Julie Simpson	Lost Coast Camp	Attn: Gabrielle Cohen P.O. Box 110 Petrolia, CA 95558
McKinleyville Community Collaborative	\$17,000	\$68,000	Hillarie Beyer	McKinleyville Community Collaborative	P.O. Box 2668 McKinleyville, CA 95519
Redwood Memorial Hospital, Rio Dell Community Resource Center	\$11,375	\$45,500	Pat Villalabos	Redwood Memorial Hospital	Attn: Martha Shanahan 2700 Dolbeer Street Eureka CA 95501
South Bay Union School District Healthy Start	\$13,500	\$54,000	Susan Maschmeier	South Bay Union School District Healthy Start	Attn: Susan Maschmeier 5230 Vance Avenue Eureka, CA 95503
Southern Humboldt Family Resource Center	\$17,500	\$70,000	Christina Huff	Southern Humboldt Community Healthcare District	733 Cedar Street Garberville, CA 95542
Westside Family Resource Center	\$17,500	\$70,000	Heidi Benzonelli	Westside Community Improvement Association	P.O. Box 5315 Eureka, CA 95502
Redwood Memorial Hospital, Willow Creek Community Resource Center	\$8,125	\$32,500	Tamara Jenkinson	Redwood Memorial Hospital	Attn: Martha Shanahan 2700 Dolbeer Street Eureka CA 95501
Total		\$178,750	\$753,000		

GRANT AGREEMENT BETWEEN THE COUNTY OF HUMBOLDT

AND _____

This Agreement is made and entered into this _____ day of _____, 2014 by and between the COUNTY OF HUMBOLDT, (COUNTY) a political subdivision of the State of California and _____, (hereinafter "GRANTEE"), a *(a California Corporation, a California Partnership, a California Limited Liability Company, a sole proprietor, a non-profit, public entity or Community Benefit Organization)*. Together the COUNTY and GRANTEE are referred to as the PARTIES.

RECITALS

WHEREAS, COUNTY finds that there is an ongoing need in the community for collaborating with local Community/Family Resource Centers; and

WHEREAS, COUNTY has developed goals and objectives that are consistent with its vision, mission and principles, and these objectives include assisting the Community/Family Resource Centers in improving the health and well-being of children in Humboldt County; and

WHEREAS, COUNTY finds that there is a need for community involvement towards employment support as well as child abuse and neglect prevention and early intervention services, and

WHEREAS, GRANTEE has requested funding for a project that is consistent with the goals and objectives of the COUNTY, to wit: "CalWORKs Outreach and Support," and

WHEREAS, GRANTEE has requested funding for a project that is consistent with the goals and objectives of the COUNTY, to wit: "CalFresh Outreach and Support," and

WHEREAS, COUNTY has found that a public purpose will be served by the projects upon which these funds will be expended, through meeting the need to assist the Community/Family Resource Centers in improving the health and well-being of Humboldt County families and children, and has approved the request and is willing to fund the projects on the terms and conditions set forth herein.

WHEREAS, COUNTY would like to provide funding for GRANTEE'S projects for fiscal year 2014/2015.

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

1. PROJECT DESCRIPTIONS

GRANTEE shall utilize the grant funds to assist with projects that will:

- a. Allow the center to continue the collaborative effort to explore, plan, and implement service improvements and community-based service integration strategies with the Department of Health and Human Services.
- b. Collaborate with the Department of Health and Human Services staff on service delivery activities.
- c. Continue to provide prevention services to families, children and individuals at risk.
- d. Perform the specific activities/tasks to be carried out as outlined in Exhibit A, which include the measurable objectives and deliverables attached hereto and incorporated herein. As part of the project, GRANTEE will

cooperate with the COUNTY in developing and carrying out a plan to monitor the project and evaluate project outcomes.

2. NO TERMS NOT INCLUDED

This agreement contains all 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 or the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreement of the parties.

3. TERM

This Agreement will commence upon the date indicated above and will terminate on June 30, 2015, unless extended by the written agreement of the parties.

4. GRANT FUNDS

COUNTY agrees to pay GRANTEE a sum not to exceed (insert \$ amount for full allocation of FRC) for fiscal year 2014/2015 to cover GRANTEE'S costs in carrying out the "CalWORKs Outreach and Support" and "CalFresh Outreach and Support" projects. Costs for labor and materials for each funding source will be for fiscal year 2014/2015 as set forth in the Budget attached hereto as Exhibit B and incorporated by reference.

5. PAYMENT

GRANTEE will submit an invoice for receipt of project funding to the COUNTY within thirty (30) days after execution of the agreement and for each following quarter of fiscal year 2014/2015.

COUNTY will pay GRANTEE (Insert \$ amount for 25% of total allocation) within thirty (30) days of the date of the initial invoice and each subsequent quarterly invoice for fiscal year 2014/2015.

6. GRANTEE will have a minimum of one staff member certified in the Standards of Quality. If certified staff member leaves employment for any reason, GRANTEE will train and certify a replacement within 6 months of departure.

7. COUNTY RESPONSIBILITIES

COUNTY shall provide the services described in Exhibit C, consisting of one (1) page, which is attached hereto and incorporated by reference. Said exhibit describes the responsibilities to be performed by COUNTY under this Agreement.

8. REPORTING REQUIREMENTS

- a. GRANTEE will submit a Semi-Annual Interim Progress Report to COUNTY. The Semi-Annual Interim Progress Report will be due to COUNTY no later than the thirtieth (30th) day after December 31, 2014.
- b. GRANTEE will submit a Final Progress Report, describing the work accomplished during the entire period of the Agreement, to COUNTY no later than the thirtieth (30th) day of the month following the Agreement's termination date.
- c. GRANTEE will provide all reports, as described in Exhibit A, to the COUNTY at the following address;
Department of Health and Human Services
Attention: Contract Unit

507 F Street

Eureka, CA 95501

- d. COUNTY will provide Semi-Annual Interim and Final Progress Report guidelines to GRANTEE no later than forty-five (45) days prior to the Report due dates.

9. BOOKS OF RECORD AND AUDIT PROVISIONS

- a. GRANTEE agrees to prepare and maintain timely, accurate, and complete financial and performance records for a minimum of five (5) years from the date of final payment under this Agreement or until all pending county, state, and federal audits are completed, whichever is later. The books and records will be original entry books with a general ledger itemizing all debits and credits for the work. In addition GRANTEE will maintain detailed payroll records. GRANTEE agrees to maintain such records locally and make them available for inspection by county, state, and federal representatives, during normal business hours, upon five (5) working days notice.
- b. GRANTEE will permit the county, the state, and/or federal government to audit all books, accounts, or records relating to this Agreement for the purpose of compliance with applicable audit requirements relative to this Agreement. GRANTEE will provide the county, state or federal governments with any relevant information required and will permit access to its premises during normal business hours upon five (5) days notice.

- c. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements will be responsible for the deficiency and for the cost of the audit. If GRANTEE is the party responsible for the deficiency, the cost of the audit and the deficiency will be paid by GRANTEE within thirty (30) days of notice.
- d. GRANTEE assures that it maintains appropriate internal financial controls over grant funds received and disbursed, including procedures for authorizing disbursements, tracking grant expenditures, and reporting grant revenue and expenditures.
- e. The COUNTY'S rights and obligations under this provision will continue after termination of the Agreement.

10. RESTRICTIONS, LIMITATIONS, OR CONDITIONS

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

11. INSURANCE

- a. THIS CONTRACT SHALL NOT BE EXECUTED BY COUNTY and the GRANTEE is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.
- b. Without limiting GRANTEE'S indemnification obligations provided for herein, GRANTEE shall and shall require any of its subcontractors to take

out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of GRANTEE, 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) per occurrence for any one incident, including, personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.
2. Automobile/Motor liability Insurance with a limit of liability of not less than one million dollars (\$1,000,000) combined single limit coverage. Such insurance shall include coverage of all "owned", "hired", and "non owned" vehicles or coverage for "any auto".
3. Workers' Compensation and Employer's Liability insurance meeting statutory limits of the California Labor Code which policy shall contain or be endorsed to contain a waiver of subrogation against

COUNTY, its officers, agents, and employees and provide for thirty (30) days prior written notice in the event of cancellation.

4. Insurance Notices:
County of Humboldt
Attn: Risk Management
825 5th Street, Room 131
Eureka, CA 95501

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

(1) The Comprehensive General Liability Policy shall provide that the COUNTY, its officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of GRANTEE. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY, its officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:

- a. Includes contractual liability.
- b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards".
- c. Is primary insurance as regards to County of Humboldt.
- d. Does not contain a pro-rata, excess only, and/or escape clause.
- e. Contains a cross liability, severability of interest or separation of insureds clause.

- (2) The policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY and in accordance with the Notice provisions set forth under Section 24. It is further understood that GRANTEE shall not terminate such coverage until it provides COUNTY with proof satisfactory to COUNTY that equal or better insurance has been secured and is in place.
- (3) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
- (4) For claims related to this project, the GRANTEE'S insurance is primary coverage to the COUNTY, and any insurance or self-insurance programs maintained by the COUNTY are excess to GRANTEE'S insurance and will not be called upon to contribute with it.
- (5) Any failure to comply with reporting or other provisions of the Parties, including breach of warranties, shall not affect coverage provided to COUNTY, its officers, officials, employees, and volunteers.
- (6) GRANTEE shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by COUNTY. The endorsements shall be on forms as approved by the COUNTY'S Risk Manager or COUNTY Counsel. Any deductible or self-insured retention over \$100,000 shall be disclosed to

and approved by COUNTY. If GRANTEE 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 GRANTEE agrees to pay the cost of said insurance. COUNTY is also hereby authorized with the discretion to deduct the cost thereof from the monies owed to GRANTEE under this Contract.

(7) COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered and GRANTEE shall be required to purchase additional coverage to meet the aggregate limits set forth above.

12. HOLD HARMLESS AND INDEMNIFICATION

- a. Pursuant to Government Code section 895.4, each party to this Agreement will indemnify, defend and hold harmless the other party hereto and their officers, agents, and employees, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which arise by the virtue of its own acts or omissions (either directly or through or by its officers, agents or employees) in connection with its duties and obligations under this Agreement and any amendments hereto.
- b. County shall indemnify, defend and hold harmless GRANTEE and its officers, officials, employees, and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which are caused by any negligent or willful acts of

misconduct or omissions (either directly or through or by its officers, agents or employees) in connection with COUNTY'S duties and obligations under this Agreement and any amendments hereto.

- c. Notwithstanding Paragraphs a and b, in the event that GRANTEE and COUNTY are both held to be negligently or willfully responsible, GRANTEE and COUNTY will bear their proportionate share of liability as determined in any such proceeding. Each side will bear their own costs and attorney fees.
- d. Acceptance of insurance required by this Agreement does not relieve GRANTEE from liability under this indemnification clause. This indemnification clause will apply to all damages or claims for damages suffered by GRANTEE'S operations regardless if any insurance is applicable or not.

13. RELATIONSHIP OF PARTIES

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

14. ASSIGNMENT

PARTIES will not assign their obligations under this Agreement without the prior written consent of the other. Any assignment by GRANTEE in violation of this provision will be void, and will be cause for immediate termination of the Agreement.

15. SUBCONTRACTING

GRANTEE will not subcontract any portion of the work required by the Agreement without prior written approval of the COUNTY.

16. LICENSING

If GRANTEE is required to be licensed by the State of California, GRANTEE will maintain the appropriate licenses throughout the life of this Agreement.

17. TITLE TO INFORMATION AND DOCUMENTS

It is understood that any and all documents, information, and reports concerning these projects prepared by and/or submitted by GRANTEE will become the property of the COUNTY. GRANTEE may retain copies for its own records. In the event of termination of this Agreement, for any reason whatsoever, GRANTEE will promptly turn over all information, writings and documents to the COUNTY without exception or reservation.

18. NONDISCRIMINATORY EMPLOYMENT

In connection with the execution of this Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual

orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics) mental or physical disability (including HIV status and AIDS), military service, or any other classifications protected by federal, state, or local laws or ordinances. This policy does not require the employment of unqualified persons.

GRANTEE further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1974, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Welfare and Institutions Code Section 10000, CDSS MPP Division 21, and other applicable Federal and State laws to ensure that employment practices are non-discriminatory.

GRANTEE shall comply with United States Executive Order 11246, entitled "Equal Employment Opportunity." United States Executive Order 11375 and supplemented in 45 CFR, Part 60, amends this. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

19. NONDISCRIMINATORY DELIVERY OF SOCIAL SERVICES

- a. GRANTEE agrees that it will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; Title II of the Americans With Disabilities Act of 1990, as amended; the Age Discrimination Act of 1972, as amended; the Food Stamp Act of 1977, as amended; California Civil Code, Section 51 et seq., as amended; California Government Code, Section 4450 et seq as

amended and other applicable federal and state laws and their implementing regulations, all as outlined in California DSS Manual Division 21. The GRANTEE agrees to ensure that the administration of public assistance and social services programs are nondiscriminatory, and that no person shall, because of race, religion or religious creed, color, age (over 40), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics) mental or physical disability (including HIV status and AIDS), military service, or any other classifications protected by federal, state, or local laws or ordinances be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal or State financial assistance.

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

20. FAITH-BASED ORGANIZATIONS

GRANTEE 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 GRANTEE 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 GRANTEE by COUNTY under the terms of the Agreement.

21. ENTIRETY OF CONTRACT

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

22. AMENDMENT

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

23. TERMINATION OR REDUCTION IN COMPENSATION FOR LACK OF FUNDING

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

24. TERMINATION FOR CAUSE

If, in the opinion of the COUNTY, GRANTEE fails to perform the services required under this Agreement within the time limits specified herein, or

otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law which applies to its performance herein, the COUNTY may terminate this Agreement immediately, upon notice. In such event, the COUNTY may exercise any of its rights under this Agreement or available to it under the law. In such event, COUNTY will pay to DIVISION an equitable portion of the total remuneration as compensation for the portion of the work deemed acceptable by COUNTY, less the amount of any damages sustained by COUNTY as a result of GRANTEE 'S breach of this Agreement. COUNTY will be entitled to take possession of all studies, drawings, computations, specifications and reports insofar as they are complete and acceptable to COUNTY.

25. TERMINATION FOR CONVENIENCE

- a. At any time and for any reason, upon thirty (30) days written notice to GRANTEE, COUNTY may terminate this Agreement and pay only for those services rendered as of the date when termination is effective. Notice may be given by delivering a copy of said notice to GRANTEE personally, or by mailing a copy of said notice to GRANTEE. If mailed, notice will be deemed received two days after deposit in the United States mail, postage prepaid, and addressed as set forth in Paragraph 23, Notices.
- b. At any time and for any reason, upon sixty (60) days written notice to COUNTY, GRANTEE may terminate this Agreement and receive pay only for those services rendered as of the date when termination is effective.

Notice may be given by delivering a copy of said notice to COUNTY personally, or by mailing a copy of said notice to COUNTY. If mailed, notice will be deemed received two (2) days after deposit in the United States mail, postage prepaid, and addressed as set forth in Paragraph 23, Notices.

26. NOTICES

Notices will be given to the COUNTY at the following address:

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

Notices will be given to GRANTEE at the following address:

GRANTEE'S NAME
GRANTEE'S ADDRESS

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

27. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

PARTIES certify by their signatures below that neither are a nuclear weapons contractor, in that PARTIES are not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapon components as defined by the Nuclear Free Humboldt County Ordinance. PARTIES agree to notify each other

immediately if either becomes a nuclear weapons contractor as defined above.

PARTIES may immediately terminate this Agreement if it determines that the foregoing certification is false or if either becomes a nuclear weapons contractor.

28. COMPLIANCE WITH APPLICABLE LAWS

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

29. STANDARD OF PRACTICE

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

30. JURISDICTION AND VENUE

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

31. BINDING EFFECT

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

32. 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 will be severable and will not in any way impair the enforceability of any other provision of this Agreement.

33. NO 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 the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand of the CONTRACTOR under this Agreement, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

34. INTERPRETATIONS

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

35. ATTORNEYS' FEES

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

36. LIMITED WAIVER OF TRIBAL SOVEREIGN IMMUNITY

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

- 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 GRANTEE 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. GRANTEE 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 GRANTEE 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.

37. CONFIDENTIAL INFORMATION

- a. In the performance of this Agreement, GRANTEE may receive information that is confidential information under state or federal law. GRANTEE agrees to comply with all laws regarding confidentiality and will advise and require all subcontractors to comply with the laws of confidentiality.
- b. GRANTEE will implement procedures and staff training to maintain confidentiality of all client information.
- c. GRANTEE will maintain confidential files, and will track and report to the COUNTY any breach of this provision within twenty-four (24) hours of knowledge.

38. MONITORING:

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

39. REFERENCE TO LAWS AND RULES:

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

10. MEDIA RELEASE

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

41. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first herein above written.

APPROVED FOR COUNTY:

By: _____ Date: _____
(Authorized Signature)

Katherine Young, M.S.W.
(Print Name)

Director, Social Services, Humboldt County Department of Health and Human Services
(Title)

Authorized Signature Pursuant to the Authority Delegated by the Board of Supervisors on: _____

Board Order Number: _____

GRANTEE:

By: _____ Date: _____
(Signature)

(Print Name)

(Title)

FAMILY/COMMUNITY RESOURCE CENTER - GRANTEE

Performance Work Statement

And

Scope of Work

For XXX

GRANTEE with “CalWORKs Outreach and Support” and “CalFresh” funding, will provide a comprehensive and coordinated range of social, health and family strengthening services to preserve, support, and improve the lives for children, families and individuals living in the area served by this Community/Family Resource Center (FRC/CRC).

ALL GRANTEES MUST:

1. Collaborate with COUNTY to explore, plan, and develop services and outcomes over the 2014/2015 fiscal year by addressing the specific capacities of the GRANTEE and the needs of the community it serves as they relate to the CalWORKs, Welfare-to-Work, TANF and CalFresh programs.
2. Allow communication to flow between GRANTEE and the COUNTY.
3. Collaborate with the COUNTY through regular meetings, cross trainings, and through participation in other planning processes as they arise.
4. Engage in community outreach/engagement activities.
5. Support the continued implementation of COUNTY’S evidence-based practices programs, as appropriate.
6. Maintain confidential files, and will track and report to the COUNTY, the outcomes from “CalWORKs Outreach and Support” and “CalFresh” projects.

7. Provide and encourage voluntary client completion of the Standards of Quality Participant Survey once during the term of Agreement, and
 - a. Completed surveys will be sent to the COUNTY.

8. GRANTEE will use the Family Development Matrix (FDM), to the extent capacity allows, with engaged families for the purpose of evaluating client outcomes.
 - a. GRANTEE will increase the number of families completing an initial FDM assessment over the previous fiscal year.
 - b. GRANTEE will increase the number of families completing a subsequent FDM assessment over the previous fiscal year.
 - c. GRANTEE will provide FDM outcome data using a format provided by the COUNTY or provide access by the COUNTY to the collected FDM data for the purpose of compiling summary outcome data on a semi-annual basis. At a minimum, assessment data for the following 11 FDM Indicators will be provided:
 - i. Employment,
 - ii. Career Goals,
 - iii. Child Nutrition,
 - iv. Supervision,
 - v. Appropriate Development,
 - vi. Nurturing,
 - vii. Parenting Skills,
 - viii. Support System,
 - ix. Substance Abuse,
 - x. Risk of Emotional or Sexual Abuse, and
 - xi. Emotional Well-being or Sense of Life Value

9. GRANTEE will provide all reports, as described, to the COUNTY at the following address;

Department of Health and Human Services

Attention: Contract Unit

507 F Street

Eureka, CA 95501

In Addition, GRANTEES will include the following activities, services, and outcomes identified by bold and underline font for the CalWORKs, TANF and CalFresh programs as outlined in Exhibit B.

CALWORKS & WELFARE TO WORK:

1. GRANTEE will identify a minimum of two (2) entities to act as training sites that can be utilized as CalWORKs Work Experience or Community Service sites. If GRANTEE is unable to do so due to limited resources, GRANTEE will notify CalWORKs.
 - a. GRANTEE will communicate with potential entities regarding:
 - i. Benefits of participation
 - ii. Establish point of contact for CalWORKs who will develop the site.
 - b. Grantee will meet with CalWORKs Employment staff a minimum of once per reporting period, as arranged by COUNTY, to coordinate services and exchange information on work sites, training and program updates.
 - c. GRANTEE will report information regarding the sites identified to the CalWORKs program using a format provided by the COUNTY.

2. GRANTEE will report to CalWORKs any appropriate employment opportunities in the community as they arise.
 - a. GRANTEE will report information regarding the opportunities identified to the CalWORKs program using a format provided by the COUNTY

3. GRANTEE will support service delivery activities established in the COUNTY'S CalWORKs County Plan, including but not limited to, the assignment of Public Health Nurses and Mental Health Clinicians as liaisons with the GRANTEE.
4. GRANTEE will encourage CalWORKs families to fully participate in and cooperate with Welfare to Work activities that meet Work Participation Rate requirements.
5. GRANTEE will support and collaborate with CalWORKs staff to improve work participation and client engagement and to reduce sanction rates. This may include assisting COUNTY staff with community and client outreach, identifying client engagement and employment opportunities, and hosting CalWORKs events, staff and/or mobile facilities. For common clients, GRANTEE will continue to provide support services and referrals related to job-readiness, life skills development, transportation challenges, childcare arrangements, and other employment-related issues.
6. GRANTEE will provide a semi-annual report of CalWORKs activities reflecting:
 - a. Number of work (training) sites identified and reported to CalWORKs
 - b. Number of individuals referred to CalWORKs
 - c. Number of appropriate employment opportunities in the community

TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF):

1. In order to provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives, GRANTEE and County will collaboratively explore, plan, and meet the needs of families with outcomes which include, but are not limited to the following:
 - a. GRANTEE will accept referrals from the County to serve children and families at risk of abuse and/or neglect. Priority will be given to families living in remote parts of Humboldt County (more than thirty (30) minutes

travel time from Eureka), particularly those with children five years of age or younger whenever applicable.

- b. GRANTEE will work collaboratively with COUNTY, the Community/Family Resource Center Coordinators, and other community agencies to meet the needs of children and families including the following target areas:
 - i. Parent education, both center-based and in-home;
 - ii. Basic needs; and
 - iii. Mental Health Services.
- c. GRANTEE will provide semi-annual and annual reports to include:
 - i. Number of service contacts during the reporting period;
 - ii. Number of referrals received from the County.

CALFRESH:

1. GRANTEE and COUNTY will collaboratively explore, plan, and develop the following CalFresh services and outcomes:
 - a. Provide a contact liaison to coordinate with the CalFresh program;
 - b. Assist community members in completing and submitting CalFresh applications.
 - c. Provide outreach information to clients;
This may include:
 - i. Provide events about CalFresh to the community that will educate about changes to the program, reduce stigma associated with use, and encourage application for the CalFresh benefit with enrollment facilitated at the event;
 - ii. Provide specialized services to reach populations with low utilization rates such as low income wage earners, working families, seniors, persons in recovery, persons with limited literacy or ability to speak/read English; also special outreach to persons recently released from institutions and homeless individuals and families;

- d. Encourage clients to engage in healthy eating and exercise; promote the “Healthy Plate” model of nutrition.

This may include:

- i. Provide healthy foods to participants in food and meal programs with nutrition information and guidance on healthy eating, accompanied by outreach materials and immediate access to CalFresh enrollment processes;
 - ii. Provide cooking demonstrations using healthy foods to the general community at venues such as parks, schools, senior centers, safety net clinics and educate participants about CalFresh changes and availability;
 - iii. Community gardening programs to teach gardening skills and raise nutritious foods for their clients, encouraging use of CalFresh to buy garden starts and seeds.
- e. Provide space and a designated time or times for COUNTY to present educational and nutritional events at the program’s facilities;
2. GRANTEE will provide the COUNTY with semi-annual reports regarding:
 - a. Number of CalFresh applications completed.

(Insert Name of Resource Center here)
Fiscal Year 2014 – 2015

**CalWORKs/Temporary Assistance for Needy Families (TANF) &
 CalFresh Outreach and Support
 Budget Request Form**

CalWORKs/TANF Activities	CalFresh Activities		Total Requested
		I. Personnel Coordinator	\$
		II. Operating Expenses	\$
		III. Other costs Coordination - HNFRC Information services – 2-1-1 Switchboard	\$ \$
		IV. Indirect	\$
(xx) %	(xx) %	V. Total Program Costs	\$

Exhibit C

COUNTY RESPONSIBILITIES TO (Insert Name of Resource Center here)

1. COUNTY and GRANTEE will collaboratively explore and plan service improvements and community based service integration related to CalFresh, CalWORKs, the Welfare-to-Work program and Temporary Assistance for Needy Families (TANF).
2. COUNTY will obtain a signed release of information (ROI) in instances where a CalWORKs referral to GRANTEE occurs.
3. COUNTY will not provide any confidential information to GRANTEE without written authorization from participant for CalWORKs activities.
4. COUNTY will collaborate with GRANTEE through regular meetings, cross trainings, and through participation in other planning processes as they arise.
5. COUNTY will provide participating families a written referral form prepared by GRANTEE.
6. COUNTY will tabulate and report out in an aggregate manner on completed FDM surveys submitted by GRANTEE.
7. COUNTY will provide format to GRANTEE for reporting information regarding the sites identified to the CalWORKs Program.