

**GRANT AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
[NAME OF GRANTEE]  
FOR FISCAL YEAR 2019-2020**

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and [Name of Fiscal Agent], a California [type of business], Fiscal Agent on behalf of [Name of FRC/CRC], hereinafter referred to as "GRANTEE," is made upon the following considerations:

WHEREAS, COUNTY finds that there is an ongoing need to collaborate with local Community and Family Resource Centers regarding the provision of employment, nutrition support, child abuse and neglect prevention and early intervention services to the residents of Humboldt County; and

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Social Services ("DHHS – Social Services"), has developed goals and objectives that are consistent with its vision, mission and principles, which include assisting the Community and Family Resource Centers in improving the health and well-being of families in Humboldt County; and

WHEREAS, GRANTEE has requested funding for projects that are consistent with the goals and objectives of the COUNTY's CalWORKs and CalFresh programs; and

WHEREAS, COUNTY has found that a public purpose will be served by the projects upon which the requested funds will be expended through the improvement of the health and well-being of Humboldt County families and children; and

WHEREAS, GRANTEE has the training, experience, qualifications, resources and legal standing necessary to perform the activities, tasks and services that are included in the proposed projects; and

WHEREAS, COUNTY is willing to fund GRANTEE's projects for fiscal year 2019-2020 pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. RESPONSIBILITIES OF GRANTEE:

GRANTEE shall perform the specific activities, tasks and services described in Exhibit A – Project Description and Scope of Services, which is attached hereto and incorporated herein by reference. In performing such activities, tasks and services, GRANTEE shall fully cooperate with the DHHS Social Services Director, or a designee thereof, hereinafter referred to as "Director."

2. RESPONSIBILITIES OF COUNTY:

COUNTY will provide GRANTEE with an amount not to exceed (Insert \$ amount for full allocation of FRC) (\$XX,XXX.XX) for the purpose of allowing GRANTEE to explore, plan and implement service improvements and community-based service integration strategies in collaboration with DHHS – Social Services as set forth in Exhibit A – Project Description and Scope of Services.

3. TERM:

This Agreement shall begin on July 1, 2019 and shall remain in full force and effect until June 30, 2020, unless sooner terminated as provided herein.

4. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, GRANTEE fails to adequately perform the activities, tasks and/or 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 GRANTEE. 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 GRANTEE seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation Upon Termination. In the event this Agreement is terminated, GRANTEE shall be entitled to compensation for uncompensated activities, tasks and services performed hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by GRANTEE.

5. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for the activities, tasks and services performed, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is [insert \$ amount for full allocation of FRC] (\$XX,XXX.XX). GRANTEE agrees to perform all activities, tasks and services required by this Agreement for an amount not to exceed such maximum amount payable. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for the activities, tasks and services performed hereunder.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Budget, which is attached hereto and incorporated herein by reference.
- C. Additional Activities, Tasks or Services. Any additional activities, tasks or services not otherwise provided for herein shall not be performed by GRANTEE, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of GRANTEE. GRANTEE shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which GRANTEE estimates that the maximum payable amount will be reached.

6. PAYMENT:

GRANTEE shall submit to COUNTY quarterly invoices itemizing all activities, tasks and services performed, 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 specified by, Director and the Humboldt County Auditor-Controller. GRANTEE shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Payment for the activities, tasks and services performed, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by GRANTEE shall be sent to the following address:

COUNTY: Humboldt County DHHS – Social Services  
Attention: Financial Services  
507 F Street  
Eureka, California 95501

7. 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: Social Services Director  
929 Koster Street  
Eureka, California 95501

GRANTEE: [Name of GRANTEE]  
Attention: [Name and Title of Contact Person]  
[Street Address]  
[City, State, Zip Code]

8. REPORTS:

GRANTEE 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.

9. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. GRANTEE agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the activities, tasks and services performed pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the activities, tasks and services performed hereunder.

- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of GRANTEE, and its subcontractors, related to the activities, tasks and services performed pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. GRANTEE hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. GRANTEE further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs of administering this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions related to the activities, tasks and services performed pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because GRANTEE's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

10. MONITORING:

GRANTEE agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor GRANTEE's records, programs or procedures, at any time, as well as the overall operation of GRANTEE's programs, in order to ensure compliance with the terms and conditions of this Agreement. GRANTEE will cooperate with a corrective action plan, if deficiencies in GRANTEE'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 GRANTEE's performance hereunder.

11. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, GRANTEE may receive information that is confidential under local, state or federal law. GRANTEE hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act (“CMIA”); the United States Health Information Technology for Economic and Clinical Health Act (“HITECH Act”); the United States Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

12. NON-DISCRIMINATION COMPLIANCE:

- A. Nondiscriminatory Delivery of Social Services. In connection with the execution of this Agreement, GRANTEE, and its subcontractors, shall not unlawfully discriminate in the administration of public assistance and social services programs. GRANTEE 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 activities, tasks and services performed hereunder in order to ensure compliance with the requirements of this provision.
- B. Professional Services and Employment. In connection with the execution of this Agreement, GRANTEE, 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. GRANTEE further assures that it, and its subGRANTEEs, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in 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.

13. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, GRANTEE certifies that it is not a Nuclear Weapons Contractor, in that GRANTEE 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. GRANTEE 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 GRANTEE subsequently becomes a Nuclear Weapons Contractor.

14. DRUG-FREE WORKPLACE:

By executing this Agreement, GRANTEE 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. GRANTEE'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 performs any activities, tasks and/or services pursuant to the terms and conditions of this Agreement will:
  - 1. Receive a copy of GRANTEE's Drug-Free Policy Statement; and
  - 2. Agree to abide by GRANTEE'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 GRANTEE may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if GRANTEE violates the certification by failing to carry out the above-referenced requirements.

15. HOLD HARMLESS AND INDEMNIFICATION: **[Use for all non-government and non-public entities and delete following alternate provision.]**

- A. Hold Harmless, Defense and Indemnification. GRANTEE 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, GRANTEE'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 GRANTEE from liability under this provision. This provision shall apply to all claims for damages related to the services performed by GRANTEE 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 GRANTEE hereunder.

15. HOLD HARMLESS AND INDEMNIFICATION: **[Use for all government and public entities (public schools, universities, service districts, etc.) and delete preceding alternate provision.]**

- A. Mutual Indemnity. Each party hereto shall hold harmless, defend and indemnify the other party and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorneys' fees and other costs of litigation, arising out of, or in connection with, the 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 the other party or its agents, officers, officials, employees or volunteers.
- B. Comparative Liability. Notwithstanding anything to the contrary, in the event that both parties are held to be negligently or willfully responsible, each party will bear their proportionate share of liability as determined in any such proceeding. In such cases, each party will bear their own costs and attorneys' fees.
- C. Effect of Insurance. Acceptance of the insurance required by this Agreement does not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to either party's performance hereunder regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by either party hereunder.

16. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and GRANTEE 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 GRANTEE's indemnification obligations provided for herein, GRANTEE 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. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection

with, the activities of GRANTEE and its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.

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

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of GRANTEE. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
  - 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 insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that GRANTEE shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
3. The inclusion of more than one (1) insured shall not operate to impair the rights of one

(1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.

4. For claims related to this Agreement, GRANTEE's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to GRANTEE'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 or its agents, 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. 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 GRANTEE does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance, and GRANTEE 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 GRANTEE 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 GRANTEE shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

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

GRANTEE: [Name of GRANTEE]  
Attention: [Name and Title of Contact Person]  
[Street Address]  
[City, State, Zip Code]

17. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that GRANTEE 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. GRANTEE shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

18. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

- A. General Legal Compliance. GRANTEE agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the activities, tasks and services performed pursuant to the terms and conditions of this Agreement, including, but not limited to, the applicable local System of Care provisions set forth in Exhibit C – Local System of Care, which is attached hereto and incorporated herein by reference.
- B. Licensure Requirements. GRANTEE agrees to comply with any and all applicable local, state and federal licensure, certification and accreditation requirements applicable to the activities, tasks and services performed pursuant to the terms and conditions of this Agreement.

19. 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.

20. REFERENCE TO LAWS AND RULES:

In the event any law, regulation or standard 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 thereof.

21. PROTOCOLS:

Both parties recognize that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be agreed upon by Director and GRANTEE.

22. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

23. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by GRANTEE in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

24. AGREEMENT SHALL BIND SUCCESSORS:

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

25. WAIVER OF DEFAULT:

The waiver by either party of any breach 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 GRANTEE. 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 GRANTEE shall promptly refund, any funds disbursed to GRANTEE which COUNTY determines were not expended in accordance with the terms of this Agreement.

26. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

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

27. AMENDMENT:

This Agreement may be amended at any time during the term 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.

28. STANDARD OF PRACTICE:

GRANTEE 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. GRANTEE's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

29. TITLE TO INFORMATION AND DOCUMENTS:

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

30. JURISDICTION AND VENUE:

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

31. ADVERTISING AND MEDIA RELEASE:

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. GRANTEE 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.

32. SUBCONTRACTS:

GRANTEE shall obtain prior written approval from COUNTY before subcontracting any of the activities, tasks or services to be performed pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security and confidentiality requirements set forth herein. GRANTEE 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.

33. 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.

34. SURVIVAL:

The duties and obligations of the parties set forth in Section 4(D) – Compensation Upon Termination, Section 9 – Record Retention and Inspection, Section 11 – Confidential Information and Section 15 – Indemnification shall survive the expiration or termination of this Agreement.

35. CONFLICTING TERMS OR CONDITIONS:

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

36. INTERPRETATION:

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

37. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections 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.

38. 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.

39. ENTIRE AGREEMENT:

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

40. LIMITED WAIVER OF TRIBAL SOVEREIGN IMMUNITY (as applicable)

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 (A)(2) below. GRANTEE’s governing body has executed a formal Resolution of Limited Waiver of Sovereign Immunity which is attached hereto as Exhibit D.

1. Conditions and Limitations: This waiver and consent is subject to the following conditions and limitations:
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.

41. FAITH-BASED ORGANIZATIONS (as applicable)

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.

42. COUNTERPARTS:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement, and any amendments hereto, for all purposes.

43. 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.

[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.

**[GRANTEE'S NAME]:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COUNTY OF HUMBOLDT:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Connie Beck, DHHS – Social Services Director  
*(Pursuant to the Authority Delegated by the Humboldt  
 County Board of Supervisors on [Month, Day, Year]  
 [Item No. \_\_\_\_\_])*

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Risk Management

**LIST OF EXHIBITS:**

- Exhibit A – Project Description and Scope of Services
- Exhibit B – Budget
- Exhibit C – Local System of Care

**EXHIBIT A**  
**PROJECT DESCRIPTION AND SCOPE OF SERVICES**  
**[GRANTEE]**

Fiscal Year 2019-2020

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

**GENERAL RESPONSIBILITIES:**

**GRANTEE:**

In carrying out the program specific goals as set out below, all GRANTEES will do the following:

1. Communicate clearly and consistently with COUNTY regarding service delivery, barriers to achievement and progress toward stated outcomes.
2. Remain available to attend regularly scheduled meetings and trainings or planning activities as these arise.
3. Allow use of the FRC/CRC facility by COUNTY employees as needed (subject to its availability) and upon at least 48 hours' notice for purposes including meetings and parent/child visitation.
4. Conduct community outreach activities to engage families, children and individuals in services related to the program specific activities set out below.
5. Regularly research and maintain updated information regarding housing resources and provide this information to COUNTY within one week of identification of resources.
6. Assist participants in all programs to locate and secure housing as requested by participants or COUNTY.
7. Support the continued implementation of COUNTY's evidence-based practices approaches by applying these principles during the course of service provision.
8. Maintain files in accordance with confidentiality and privacy laws and report outcomes as set forth in the program-specific descriptions below.
9. Provide and encourage voluntary client completion of the client survey at a time to be determined by GRANTEE but at least once during the term of the Agreement. Aggregate survey responses will be included in the Year End reporting submitted by GRANTEE.
10. Assist the COUNTY to explore and develop service ideas and outcomes for the 2019-20 fiscal year beyond those outlined in this Scope of Services.
11. Summarize Outcomes Data in an overarching report semi-annually in a format acceptable by COUNTY.

**COUNTY:**

In funding the FRC/CRC programs described below, COUNTY will have the following general responsibilities:

1. Payment of grant funds in accordance with the payment schedule set out in this Agreement.
2. Collaborate with GRANTEE to explore and develop service ideas and goal activities beyond those outlined in this Scope of Services.
3. Provide adequate staffing when COUNTY is using the FRC site for its activities.

**PROGRAM-SPECIFIC RESPONSIBILITIES:**

In addition to the general responsibilities outlined above, GRANTEE will provide specific services and track outcomes in connection with COUNTY's Social Services programs including, but not limited to: CalWORKs, Temporary Assistance for Needy Families (TANF), and CalFresh programs as set forth below.

**CalWORKs and Welfare-to-Work:**

In an effort to increase support to CalWORKs participants and to reduce sanction rates in that program, GRANTEE will do the following:

1. Support CalWORKs program in serving as an advocate in the COUNTY'S CalWORKs Work Experience or Community Service programs. Related activities include but are not limited to:
  - 1.1 Educating potential site regarding the benefit of site participation.
  - 1.2 Linking potential sites with the relevant COUNTY employee(s) for negotiation and site development, if/when identified.
  - 1.3 Meeting with COUNTY CalWORKs Employment staff at least once each reporting period, as arranged by COUNTY, to coordinate services and exchange information regarding work sites, training needs and program progress.
2. Cooperate with COUNTY service providers in delivering services, including but not limited to Public Health Nurses and Mental Health Clinicians.
3. Assist COUNTY CalWORKs staff in activities designed to increase participation in work activities and mitigate or eliminate employment barriers. Activities may include:
  - 3.1 Assisting COUNTY staff to conduct community and client outreach activities;
  - 3.2 Identifying new work activities and employment opportunities;
  - 3.3 Assisting participants to locate support services related to job-readiness, life skills development, transportation, child care and other barriers to successful employment.

- 3.4 Assisting participants, in collaboration with COUNTY CalWORKs staff, to meet work participation goals by facilitating work experiences (WEX) activities at the FRC/CRC or in the community.
- 3.5 Allow participants to use to GRANTEE's computers, office equipment and instructional material in support of work activity requirements toward the goal of improved work participation rates. GRANTEE will provide written verification to COUNTY for the amount of time the participant utilized such resources toward work eligible activities at the site.
4. Submit a quarterly report of CalWORKs activities for the reporting period on form A-12-9.
5. Communicate with the assigned CalWORKs case worker regarding specific client progress.
6. Assist CalWORKs families to obtain housing.

**COUNTY** will do the following:

1. Utilize information provided by GRANTEE to negotiate with and develop potential work sites.
2. Assign Public Health Nursing and Mental Health Clinician liaisons to GRANTEE as set forth in the CalWORKs County Plan.
3. Arrange for and attend quarterly meetings to discuss program progress.
4. Monitor individual participant progress through the assigned case worker.
5. Evaluate program effectiveness.

**Temporary Assistance for Needy Families (TANF):**

In an effort to support families and increase the frequency with which children are cared for in their own homes or in the homes of relatives, **GRANTEE** will do the following:

1. In response to referrals received from COUNTY, provide services to children and families at risk of abuse and neglect. Children/families living in remote areas of Humboldt County (defined as a driving time of 30 minutes or more from the city of Eureka) and families with children five years or younger will be given priority. Services will include:
  - 1.1 Center-based and in-home parent education.
  - 1.2 Assistance in meeting basic needs (which may include referrals to community resource for food, utility assistance and other basic necessities).
  - 1.3 Mental health support including referrals to counseling, domestic violence and Substance Use Disorder (SUD) services.
2. GRANTEE will use an outcomes data system with participating families for the purpose of evaluating client outcomes. Data will be collected at initial assessment and on one subsequent occasion after services are provided at agreed upon time per established guidelines.
  - 2.1 GRANTEE will work to increase the number of families completing an initial assessment by

10% over the previous fiscal year.

- 2.2 GRANTEE will work to increase the number of families completing a subsequent assessment by 10% over the previous fiscal year.
- 2.3 GRANTEE will compile collected data in a format approved by COUNTY or will allow COUNTY access to the collected data for purpose of compilation.
- 2.4 At a minimum, assessment data will be collected regarding the following outcome indicators:
  - 2.4.1 Family Functioning/Resiliency: Having adaptive skills and strategies to persevere in times of crisis. Family's ability to openly share positive and negative experiences and mobilize to accept, solve, and manage problems. The COUNTY may also use the Family Functioning/Resiliency outcomes data to help assess a family's risk of substance abuse, the status of their support system, risk of emotional or sexual abuse, and supervision indicators.
  - 2.4.2 Social Emotional Support: Perceived informal support (from family, friends, and neighbors) that helps provide for emotional needs.
  - 2.4.3 Concrete Support: Perceived access to tangible goods and services to help families cope with stress, particularly in times of crisis or intensified need. The COUNTY may also use the Concrete Support outcomes data to help assess the status of career goals and access to nutrition indicators.
  - 2.4.4 Child Development/Knowledge of Parenting: Understanding and using effective child management techniques and having age-appropriate expectations for children's abilities.
  - 2.4.5 Nurturing and Attachment: The emotional tie along with a pattern of positive interaction between the parent and child that develops over time. The COUNTY may also use the Nurturing and Attachment outcomes data to help assess parenting skills and emotional well-being indicators.

3. Provide semi-annual and annual reports which include:

- 3.1 Number of service referrals received from COUNTY.
- 3.2 Number of service contacts (defined as any contact between the GRANTEE and a participating individual or family).
- 3.3 Nature of services provided in each contact.

**COUNTY** will do the following:

1. Refer children and family members to GRANTEE.
2. Attend regularly scheduled meetings to discuss programmatic concerns.
3. Monitor individual client progress via the assigned caseworker.

## **CALFRESH:**

In an effort to assist the COUNTY in facilitating increased usage of CalFresh benefits and reducing food insecurity among adults and children in Humboldt County, **GRANTEE** will do the following:

1. Identify potentially eligible community members and assist with the application for CalFresh benefits.
2. Educate potential applicants regarding program use to correct misperceptions regarding benefits and facilitate activities designed to reduce the associated stigma. These will include but are not limited to:
  - 2.1 Cooking demonstrations
  - 2.2 Community garden presentations and activities.
3. Provide nutritional information and guidance accompanied by outreach materials and enrollment support.
4. Provide office space and a designated time or times for COUNTY's use in presenting nutrition education events.
5. When available, provide laundry vouchers and/or use of laundry facilities.
6. Assist COUNTY staff in activities designed to increase participation in work activities and mitigate or eliminate employment barriers.
5. Submit quarterly reports in a format approved by COUNTY.

**EXHIBIT B  
BUDGET**

[Insert Name of Resource Center Here]

Fiscal Year 2019-2020

<b>CalWORKs/TANF Activities</b> (include specific activities)	<b>CalFresh Activities</b> (include specific activities)		<b>Total Requested</b>
•	•	<b>I. Personnel Coordinator</b>  <b>II. Assistant Coordinator</b>	\$xx,xxx  \$xx,xxx
•	•	<b>II. Direct Activity Expenses</b>	\$xx,xxx
•	•	<b>III. Operating Expenses</b>	\$xx,xxx
		<b>IV. Other costs</b>  <b>V. Indirect Overhead</b> (up to 10% allowable in indirect expenses)	\$xx,xxx  \$xx,xxx
XX%	XX%	<b>VI. Total Program Costs</b>	\$xx,xxx

Note - Contractor may shift up to 20% of the budgeted amount between categories without written notice to the County, except for shifts to or from the personnel category. Shifts to or from the personnel category must be approved by DHHS.

**EXHIBIT C**  
**LOCAL SYSTEM OF CARE**  
[Insert Name of Resource Center Here]  
Fiscal Year 2019-2020

Child services are part of the local System of Care (“SOC”), therefore GRANTEE will operate within all applicable principles of the local SOC:

1. Providing effective, community-based services and supports for children and their families which coordinate with other systems to address their emotional, social, educational, and physical needs, including traditional and nontraditional services as well as natural and informal supports.
2. Provide individualized services in accordance with the unique potentials and needs of each child and family, guided by a strengths-based planning process and an individualized service plan developed in true partnership with the child and family.
3. Ensure that services and supports include evidence-informed, promising practices, and/or interventions supported by practice-based evidence, as agreed upon with COUNTY, to ensure the effectiveness of services and to improve outcomes for children and their families. This includes selecting, training, and implementing practices with fidelity and tracking of outcomes associated with intervention using a standardized outcome measurement tool(s).
4. Deliver services and supports within the least restrictive, most normative environments that are clinically appropriate.
5. Ensure that families, other caregivers, and youth are full partners in all aspects of the planning and delivery of their own services. GRANTEE is also encouraged to include family and youth voice in development and implementation of policies and procedures that govern care for children and youth in their organization.
6. Ensure that services are well coordinated with other child-serving agencies with which the child/family may be involved to assure integrated care management.
7. Practice and/or engage with care management at the service level to ensure that multiple services are delivered in a coordinated and therapeutic manner and that children and their families can move through the system of services in accordance with their changing needs.
8. Provide developmentally appropriate mental health services and supports that promote optimal social-emotional outcomes for young children and their families in their homes and community settings when the GRANTEE serves children zero (0) to five (5) years of age.
9. Provide developmentally appropriate services and supports to facilitate the transition of youth eighteen (18) to twenty-one 21 years of age to adulthood and to the transition age youth and adult service systems as needed.
10. Encourage participation in local mental health promotion, prevention, and early identification and intervention opportunities.

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11. Incorporate continuous accountability and quality improvement mechanisms to track, monitor, and manage the quality, effectiveness, and outcomes at the program level, practice level, and child and family level.
12. Protect the rights of children and families and promote effective advocacy efforts.
13. Provide services and supports without regard to race, religion, national origin, gender, gender expression, sexual orientation, physical disability, socio-economic status, geography, language, immigration status, or other characteristics, and ensure that services are sensitive and responsive to these differences.