



AGENDA ITEM NO.
C-8

COUNTY OF HUMBOLDT

For the meeting of: October 13, 2015

Date: September 4, 2015

To: Board of Supervisors

From: Phillip R. Crandall, Director *PHC*
Department of Health and Human Services-Social Services

Subject: Approve Agreement with Humboldt County Office of Education to assist with CalFresh Outreach and Support activities.

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve Agreement with the Humboldt County Office of Education to assist the Department of Health and Human Services (DHHS) to increase utilization of CalFresh benefits by eligible households; and
2. Authorize the Chair to execute three (3) originals of the Agreement (Attachment 1); and
3. Direct the Clerk of the Board to route two (2) fully executed originals of the Agreement to the Department of Health and Human Services (DHHS)-Contract Unit for forwarding to DHHS -Social Services Administration.

SOURCE OF FUNDING:

Social Services Fund 1160

Prepared by Leigh Pierre-Oetker

CAO Approval *Amey Jensen*

REVIEW: Auditor *MBW* County Counsel *H2* Personnel _____ Risk Manager *KH* Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

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

PREVIOUS ACTION/REFERRAL:

Board Order No. C-25

Meeting of: 6/25/13

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

Dated: *October 13, 2015*
 By: *Kathy Hayes*
 Kathy Hayes, Clerk of the Board

DISCUSSION:

The Humboldt County Office of Education (HCOE) provides collaboration, management, and support to 32 school districts serving approximately 18,000 students. HCOE maintains fiscal oversight over all of the school districts and offers close to 90% of all the staff development and training. Additionally, HCOE provides direct services in the areas of nursing, psychological and behavior health services, nutrition education and school food service as well as a variety of other mandated services that smaller more rural school districts are unable to access within their district or community. Of the approximate 18,000 students enrolled in Humboldt County schools, nearly 54% qualify for free or reduced price meals. In addition to high rates of poverty and food insecurity, the latest county statistics show that 37% of school-aged children in Humboldt are overweight or at risk of becoming overweight, and consumption of fruits and vegetables fall below recommended servings. With this Agreement, HCOE and DHHS will work together to improve food security while encouraging healthy eating among families with school-aged children.

HCOE has an ongoing partnership with the Humboldt County Department of Health and Human Services (DHHS) on the development and maintenance of a Direct Certification data system. This confidential data system allows districts to directly certify children at the free meal category who come from families receiving CalFresh benefits. The creation of this data system utilizes the expertise of both parties, helps streamline the free and reduced price meal process, eliminates the need for qualifying families to complete a school meal application, and creates efficiencies overall. With this Agreement, the relationship will be expanded to link promotion of CalFresh enrollment with promotion of free and reduced school meals.

HCOE will also conduct CalFresh outreach to parents with children in after-school programs and through an innovative Family Meal Markets program. HCOE will also continue to do outreach to preschools and in other parent education settings.

Through the CalFresh outreach partnership HCOE will also continue to focus on improving infrastructure and capacity-building of school food service for increasing access to healthy meals by maintaining the networking opportunities, offering additional trainings, and providing technical assistance and resources.

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

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

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

Program changes and the economic downturn have increased the number of Humboldt County residents now eligible for nutrition assistance. These factors, internal changes, and outreach partnerships with

community-based organizations have led to a significant increase in CalFresh enrollment within the County and throughout the State and nation.

Therefore, DHHS recommends that the Board approve and authorize the Chair to execute this Agreement and direct the Clerk of the Board to return two executed copies of the Agreement to the DHHS-Social Services Administration.

This Agreement has a start date of October 1, 2015 for continuity of services provided by the Humboldt County Office of Education. This comes late to the board due to delays during final review process.

FINANCIAL IMPACT:

The costs associated with the Humboldt County Office of Education Agreement have been budgeted in the approved County Budget for Fiscal Year 2015-16, in Fund 1160, Budget Unit 511 in the amount of \$272,579.00. There will be no impact to the County General Fund.

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

OTHER AGENCY INVOLVEMENT:

None.

ALTERNATIVES TO STAFF RECOMMENDATIONS:

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

ATTACHMENTS:

Attachment 1: Agreement with Humboldt County Office of Education (3 copies).

AGREEMENT FOR SERVICES

This Agreement is made and entered into this 13 day of October, 2015, by and between the County of Humboldt (COUNTY), a political subdivision of the State of California, and Humboldt County Office of Education (hereinafter, CONTRACTOR) a government entity.

RECITALS

WHEREAS, COUNTY through its Department of Health and Human Services (DHHS) desires to provide increased utilization of the CalFresh benefit by eligible households and thereby improve the health and economic stability of families and individuals in Humboldt County; and

WHEREAS, CONTRACTOR offers these services; and

WHEREAS, COUNTY wishes to obtain services from CONTRACTOR on behalf of itself and/or clients

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

1. SCOPE OF WORK

CONTRACTOR agrees to provide services described in Exhibit A, which is attached hereto and incorporated by reference. Said exhibit describes the services to be performed by CONTRACTOR under this Agreement.

2. TERM

The term of this Agreement shall be from October 1, 2015 and shall continue through September 30, 2016 unless sooner terminated or modified as provided herein.

3. COMPENSATION

CONTRACTOR agrees that the total maximum compensation cap for services performed and costs incurred under this Agreement is Two Hundred Seventy-Two Thousand Five Hundred Seventy-Nine Dollars (\$272,579.00), as set forth in the Budget attached hereto as Exhibit B, consisting of three (3) pages, and incorporated by reference, and CONTRACTOR agrees to perform any services required by this Agreement for an amount not to exceed such maximum compensation cap. All costs incurred above the maximum compensation cap will be the responsibility of the CONTRACTOR.

4. PAYMENT

CONTRACTOR will submit an itemized invoice to the COUNTY monthly or no less than quarterly commencing upon final execution of Agreement by COUNTY. CONTRACTOR shall submit a final project report, including all expenditures within thirty (30) days of project completion or within thirty (30)

days of termination of this Agreement.

The itemized invoices due to the COUNTY, shall itemize costs for activities that are consistent with the services provided by CONTRACTOR as of the invoice date, described in Exhibit A, attached hereto and incorporated by references. Payment for services performed will be made within thirty (30) days after receipt of the invoice. A sample itemized invoice form is attached hereto as page 3 of Exhibit B.

5. BOOK OF RECORD AND AUDIT PROVISIONS:

- A. CONTRACTOR agrees to coordinate with COUNTY in the performance of this Agreement, timely preparation and maintenance of 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 shall be original entry books with a general ledger itemizing all debits and credits for the work. In addition CONTRACTOR shall maintain detailed payroll records. CONTRACTOR 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. CONTRACTOR will permit county, 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. CONTRACTOR shall provide the county, state or federal governments with any relevant information required and shall 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 shall be responsible for the deficiency and for the cost of the audit. If CONTRACTOR is the party responsible for the deficiency, the cost of the audit and the deficiency shall be paid by CONTRACTOR within thirty (30) days of notice.
- D. CONTRACTOR'S rights and obligations under this provision shall continue after termination of the Agreement.

6. REPORTING:

CONTRACTOR agrees to provide COUNTY with any reports that may be required by county, State or Federal agencies for compliance with this Agreement.

7. 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.

8. RESTRICTIONS, LIMITATIONS OR CONDITIONS

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

9. INSURANCE

A. This contract/agreement shall not be executed by COUNTY and the CONTRACTOR 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 CONTRACTOR'S indemnification provided herein, CONTRACTOR shall, and shall require any of its subcontractors to, take out and maintain, throughout the period of this Agreement, the following policies of insurance placed with insurers 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 CONTRACTOR, its agents, employees 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 Insurance

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.

If Contractor has no employees, Contractor may sign and file the following certification in lieu of insurance:

"I am aware of the provisions of the California Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with provisions of that code before commencing with and during the performance of the work of this contract."

Signature

Date

4. Insurance Notices:

County of Humboldt
Attn: Risk Management
825 5th Street, Room 112
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 CONTRACTOR. 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 23. It is further understood

that CONTRACTOR 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 CONTRACTOR'S insurance is primary coverage to the COUNTY, and any insurance or self-insurance programs maintained by the COUNTY are excess to CONTRACTOR'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. CONTRACTOR 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 One Hundred Thousand Dollars (\$100,000) shall be disclosed to and approved by COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost of said insurance. COUNTY is also hereby authorized with the discretion to deduct the cost thereof from the monies owed to CONTRACTOR under this Agreement.
7. COUNTY is to be notified immediately if twenty five percent (25%) or more of any required insurance aggregate limit is encumbered and CONTRACTOR shall be required to purchase additional coverage to meet the aggregate limits set forth above.

10. HOLD HARMLESS/INDEMNIFICATION CLAUSE

- A. CONTRACTOR shall hold harmless, defend and indemnify the COUNTY and its officers, officials, employees, volunteers and elective and appointive boards from and against any and all liability loss, all claims, losses, damages, including damage expense, costs (including without limitation, costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S

performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the COUNTY. This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of CONTRACTOR'S services, as well as during the progress of rendering such services.

- B. Acceptance of insurance required by this Agreement does not relieve CONTRACTOR from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by CONTRACTOR'S operations regardless if any insurance is applicable or not.

11. RELATIONSHIP OF PARTIES

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

12. ASSIGNMENT

Neither party shall assign its obligations under this Agreement without the prior written consent of the other. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement.

13. SUBCONTRACTING

CONTRACTOR shall not subcontract any portion of the work required by this Agreement without prior written approval of COUNTY.

14. LICENSING

CONTRACTOR shall maintain the appropriate licenses throughout the life of this Agreement.

15. TITLE

It is understood that any and all documents, information, and reports concerning this project prepared by and/or submitted by CONTRACTOR shall be the property of COUNTY. CONTRACTOR may retain reproducible copies of drawings and copies of other documents. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all information, writing and documents to COUNTY

without exception or reservation.

16. NONDISCRIMINATORY EMPLOYMENT

In connection with the execution of this Agreement, CONTRACTOR 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.

CONTRACTOR 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. CONTRACTOR 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.

17. NONDISCRIMINATORY DELIVERY OF SOCIAL SERVICES

CONTRACTOR 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 CONTRACTOR 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.

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

18. ENTIRETY OF CONTRACT

This Agreement shall constitute the entire Agreement between the parties relating to the subject matter of this Agreement, and shall 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.

19. AMENDMENT

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

20. TERMINATION OR REDUCTION FOR LACK OF FUNDING

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

21. TERMINATION FOR CAUSE

If, in the opinion of COUNTY, CONTRACTOR 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, COUNTY may terminate this Agreement immediately, upon notice. In such event, COUNTY shall pay to CONTRACTOR 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 CONTRACTOR'S breach of this Agreement. COUNTY shall be entitled to take possession of all studies, drawings, computations, specifications and reports insofar as they are complete and acceptable to COUNTY.

22. TERMINATION FOR CONVENIENCE

This agreement may be terminated by either party without cause as follows:

- A. At any time and for any reason, upon sixty (60) days written notice to COUNTY, CONTRACTOR may terminate this Agreement and receive payment only for those services provided 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 shall 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 thirty (30) days written notice to CONTRACTOR, 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 CONTRACTOR personally, or by mailing a copy of said notice to CONTRACTOR. If mailed, notice shall be deemed received two days after deposit in the United States mail, postage prepaid, and addressed as set forth in Paragraph 23, Notices.

23. NOTICES

Notices shall be given to COUNTY at the following address:

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

Notices shall be given to CONTRACTOR at the following address:

Linda Prescott
Humboldt County Office of Education
901 Myrtle Ave
Eureka, CA 95501

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

24. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

CONTRACTOR certifies by its signature below that CONTRACTOR is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapon systems, or nuclear weapon components as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor as defined above. COUNTY may immediately

terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR becomes a nuclear weapons contractor.

25. COMPLIANCE WITH APPLICABLE LAWS

CONTRACTOR shall 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.

26. STANDARD OF PRACTICE

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

27. JURISDICTION AND VENUE

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

28. BINDING EFFECT

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 assigns.

29. 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.

30. NO WAIVER

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.

31. INTERPRETATIONS

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

32. ATTORNEYS' FEES

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees (including reasonable value of services rendered by County Counsel) to be fixed by the court, and such recovery shall 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.

33. CONFIDENTIAL INFORMATION

In the performance of this Agreement, CONTRACTOR may receive confidential information. Said information may be confidential under the laws of California, including but not limited to Welfare and Institutions Code Sections 827, 10850; Division 19 California Department of Social Services Manual of Policies and Procedures, Confidentiality of Information; and/or the laws of the United States. CONTRACTOR shall comply with all laws regarding confidentiality and shall advise and require all subcontractors to comply with the laws of confidentiality.

34. MEDIA RELEASE

All press releases and informational material related to this Agreement shall receive approval from COUNTY prior to being released to the media (television, radio, newspapers, Internet). In addition, CONTRACTOR shall inform COUNTY of requests for interviews by media related to this Agreement prior to such interviews taking place. 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.

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35. 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.

36. 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.

37. MEANINGFUL USE REGARDING FIXED ASSETS (as applicable)

All Grantors who acquire fixed assets pursuant to the terms of a DHHS agreement are responsible to ensure that the asset is used for a purpose consistent with the grant. DHHS must approve any changes in utilization of the asset. This term survives termination of the agreement.

[Signature Page Follows]

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

ATTEST:

KATHY HAYES


Clerk of the Board of Supervisors of the County of Humboldt, State of California

By: 

APPROVED AS TO INSURANCE:


Risk Manager

COUNTY OF HUMBOLDT:


Chair, of the Board of Supervisors

CONTRACTOR:


Name

Superintendent
Title


Name

Chief Business Official
Title

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.

Exhibit A
Scope of Work

CalFresh Outreach and Application Assistance Objectives and Activities are:

Objective 1—Enrollment Activities and Support: Increase participation in CalFresh by families of school-age children through encouraging application for CalFresh, providing application assistance and/or referral, and conducting follow-up.		
Task Description	Duration	Outcomes
1 Staff conducting enrollment activities and support will attend CalFresh & Application Assistor training to gain the knowledge and skills to provide application assistance and related activities outlined in scope of work.	Months 1-4	At least one staff member will complete the CalFresh & Application Assistor training near the beginning of contract period.
2 Distribute CalFresh applications to families of students qualifying for free or reduced-price school meals at selected school sites. a. Selected school districts will be based on high percent free and reduced-price meals and lower CalFresh direct certification rate. b. Work with DHHS—CalFresh media staff to develop a family friendly CalFresh promotional flyer to include with CalFresh application to distribute to families as part of the school meal eligibility notification mailing. c. Promotional flyer will be tailored to each school site/district and will contain locations for application assistance such as DHHS, Family and Community Resource Centers (FRC), Food for People, and HCOE as appropriate. d. Obtain multiple copies of CalFresh applications and DHHS postage paid envelopes for use by families when returning CalFresh applications. e. Track families who submitted a CalFresh application by monitoring student names in the DHHS Direct Certification database provided to HCOE. f. All information will be handled in a confidential manner.	Month 1-12	A minimum of 1700 CalFresh applications with cover letter will be distributed. Potential districts include: Eureka City Schools Big Lagoon South Bay Fortuna Elementary, Rio Dell HCOE Community Schools
3 Staff to provide CalFresh outreach, screening, application assistance, and follow up as appropriate during the healthy eating activities outlined under Objective 3.	Month 1-12	See objective 3.

4	Track and communicate challenges/barriers experienced by staff and applicants to key DHHS CalFresh staff for troubleshooting and problem solving.	Month 1-12	Challenges and barriers will be communicated to DHHS.
Objective 2—Information Dissemination/Publications/Media: Increase awareness of CalFresh and provide multiple opportunities for low-income families with school-age children, foster and homeless youth to learn about CalFresh benefits, eligibility guidelines, application process, and application assistance available through HCOE and other community agencies.			
Task Description		Duration	Details and Outcomes
1	CalFresh information and messaging will be included in the following print media, newsletters, and flyers: a. Quarterly article highlighting school food submitted to Times Standard. b. Monthly Harvest of the Month (HOTM) article featured in the Humboldt CAN column of the Times Standard. c. Monthly HOTM article distributed to 12-15 schools for use in school newsletter. d. Quarterly HOTM Family Newsletter distributed to families at participating school sites. e. All recipes used in healthy eating activities will contain a CalFresh outreach message. f. Monthly Harvest of the Month school menu template used by a minimum of 7 school sites that goes home to all families.	Months 1-12	Potential Reach: Quarterly Times Standard article—44,000 Quarterly Humboldt CAN article—44,000 Monthly School Newsletter article—52,000 Quarterly HOTM Family Newsletter—15,600 Monthly Menu Templates—52,000 Recipe cards—2,500
2	Staff will identify and/or develop CalFresh outreach materials for distribution with healthy eating classes, Family Meal Markets, and recipe demos described under Objective 3. a. As appropriate, materials will be customized for target population(families with preschoolers, families with school-age children, Spanish speaking) b. Newly developed outreach materials will receive approval from DHHS prior to distribution. c. Staff will conduct CalFresh outreach and provide information as part of the healthy eating activities described under objective 3.	Months 1-4	CalFresh outreach materials identified or developed. DHHS approval received as appropriate.
3	CalFresh Outreach and Healthy Eating bulletin boards will be created for display in after school sites, and Parents as Partners in Education English Learner classes, Displays will follow a monthly theme and contain both CalFresh outreach and healthy eating information.	Months 1-12	4-6 after school programs and at least one mobile bulletin board for use at English Language Learner adult classes. Potential viewers—6,000

	<ul style="list-style-type: none"> a. Information displayed will be in both English and Spanish. b. Displays will be placed in an area with high visibility. 		
4	Update and maintain nutrition education webpage with resources, program updates, trainings, and CalFresh information for families.	Months 1,4,8,12	Updates and maintenance will occur quarterly.
Objective 3—Healthy Eating linked to CalFresh Messages: Provide nutrition education together with CalFresh outreach to low-income families and individuals through classes and events offered in the preschool, afterschool and community school settings, and English Learner adult education classes.			
Task Description		Duration	Details and Outcomes
1	<p>HCOE Nutrition Program Staff will conduct CalFresh outreach to parents of low-income children through nutrition education classes offered in preschools, after school programs and/or the Parents as Partners in Education English Learner program.</p> <ul style="list-style-type: none"> a. Review and identify nutrition education curriculum for use with each audience. Curriculum will focus on food budgeting, MyPlate, family meals, and local food assistance programs and resources. b. Classes will include a cooking/food demo component using healthy recipes featuring ingredients that can be purchased with CalFresh benefits. c. Purchase and/or print needed curriculum, food and materials. d. Information on CalFresh benefits and application process will be provided to class participants. e. CalFresh application assistance will be available to class participants. 	Months 1-12	<p>CalFresh outreach and healthy eating activities will be conducted at:</p> <ul style="list-style-type: none"> 1-4 preschool sites 22-25 afterschool programs 1-Community School site 1-3 Adult English Language Learner classes <p>Total reach: approximately 2200 families</p>
2.	<p>HCOE Nutrition Program Staff will conduct CalFresh outreach to parents of school-age children through the Family Meals Market held monthly at the HCOE community school site and low resource after school programs.</p> <ul style="list-style-type: none"> a. Develop Family Meals Market schedule and identify simple, healthy recipes that align with the HOTM schedule. b. Conduct Family Meals Market orientation with participating school site staff which will include a CalFresh overview and discussion of site based staff role in CalFresh outreach. 	Months 1-12	<p>Family Meal Markets will be conducted at:</p> <ul style="list-style-type: none"> 5-7 Afterschool Programs 1 Community School site <p>Total reach: approximately 1600 families</p>

	<ul style="list-style-type: none"> c. Purchase and/or print needed food and materials. d. Assemble and distribute Family Meals Market materials. e. Information on CalFresh benefits and application process will be provided f. Junior Chefs in the after school program will assist with recipe tasting activities. g. CalFresh application assistance will be available for individuals interested in signing up for CalFresh or learning more about CalFresh. h. Family Meals Market will also be a venue to promote and sign-up parents for the classes described under activity 2 listed above. 		
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Objective 4—Healthy Eating linked to CalFresh Messages: Provide networking and training opportunities to improve access to healthy foods, utilization of school meal programs and enrollment in CalFresh.

Task Description	Duration	Outcomes
1	Continue to host bimonthly school food service networking meetings <ul style="list-style-type: none"> a. Establish subcontract with Community Alliance with Family Farmers (CAFF) to coordinate and facilitate networking meetings. b. Identify meeting locations and develop meeting schedule c. Agenda topics will be relevant to providing children with access to healthier meals and will continue to include procurement of local foods, consolidating d. One meeting will be larger in nature and designed to inform school and community stakeholders of progress around school meals and provide an opportunity for future planning. 	Months 2,4,6,8,10 A total of six networking meetings will be held with a total attendance of approximately 90.
3	Host 3-4 trainings for school food service staff <ul style="list-style-type: none"> a. Trainings will be specific to preparing healthy foods and increasing access to school meal programs. b. Trainings will focus on skill development and highlight best practices in the field of school nutrition. c. Two of the trainings will involve speakers/trainers from out of the area. 	Months 3,5,7,9 A total of 3-4 trainings will be held with a total of attendance of approximately 150.

Objective 5—Reporting: Complete and submit all required reports on or before each deadline and attend appropriate meetings as scheduled.

Task Description	Duration	Outcomes
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1	Complete quarterly and final reports a. Track all data and outcomes outlined in scope of work	Months 4,7,10,13	Submit quarterly reports using forms provided by DHHS one month after the end of each quarter and one final report.
2	Participate as relevant in ongoing activities and meetings to support countywide CalFresh outreach efforts.	Months 1-12	Staff will attend CalFresh Task Force meetings, CNAP meetings, trainings and other meetings as appropriate.

**Exhibit B
Budget**

Humboldt County Office of Education
10/1/15-9/30/16

A. Personnel Costs	Salary	Benefits
Title: Program Coordinator Salary Calculation: .65 FTE @ \$85,607.00/annual salary. Benefits calculated @ 46.5% of salary and includes statutory benefits and health and welfare. Duties Description: Oversees program operations, personnel and fiscal responsibilities. Provides expertise in school food service related activities, enrollment activities, and information dissemination. Completes and submits required reports.	\$55,645.00	\$25,875.00
Title: Program Specialist Salary Calculation: .15 FTE @ \$54,340.00/annual salary. Benefits calculated @ 15% of salary and include statutory benefits. Duties Description: Provides expertise in development, identification, and implementation of CalFresh outreach activities.	\$8,151.00	\$1,223.00
Title: Program Instructional Technician Salary Calculation: 1.5 FTE @ \$30,488.00/annual salary. Benefits calculated @ 74% of salary and includes statutory benefits and health and welfare. Duties Description: Provides and/or facilitates CalFresh outreach and healthy eating promotion.	\$45,732.00	\$33,842.00
Title: Senior Division Account Technician Salary Calculation: .10 FTE @ \$44,304.00/annual salary. Benefits calculated @ 62% of salary and includes statutory benefits and health and welfare. Duties Description: Monitors budget. Assists with processing purchase orders, receipts, subcontract, and payment.	\$4,431.00	\$2,748.00
Title: Homeless Youth Casework Salary Calculation: .10 FTE @ \$29,871.00/annual salary. Benefits calculated @ 77% of salary and includes statutory benefits and health and welfare. Duties Description: Provides CalFresh outreach and application assistance for HCOE community schools and assists with healthy eating promotion activities.	\$2,987.00	\$2,300.00
Total Personnel Costs:		\$182,934.00
B. Operational Costs		
Title: Subcontract with Community Alliance with Family Farmers (CAFF) Description: MOU with CAFF to facilitate school food service networking opportunities, training and assist with disseminating CalFresh information through media.		\$6,000.00
Title: School Food Service Trainings Description: Cost include trainer fees and potential facility rental costs. 4 @ \$1,300.		\$5,200.00
Title: Phone Description: 2 lines @ \$15.00/month x 12 months		\$360.00
Title: Computer Support Description: In house technology support—2.40 FTE @ \$333.00/FTE		\$800.00
Title: Office Supplies Description: miscellaneous office supplies, manila envelopes and labels for mailing CalFresh applications		\$1,100.00
Title: Website Updates Description: Quarterly updates to webpage posting CalFresh information, recipes, healthy eating information 20 hours @ \$36.00/hour		\$720.00
Title: Curriculum and Materials Description: Curriculum and materials for conducting healthy eating activities, food service trainings, and bulletin board displays		\$4,500.00
Title: Indirect Description: Calculated @ 7.5% of direct costs. \$253,562.00 x 7.5%. Indirect costs are agency-wide, general management costs such as accounting, budgeting, payroll preparation, personnel services, purchasing, and centralized data purchasing.		\$19,017.00
Total Operational Costs:		\$37,697.00
C. Consumables/Supplies		
Title: Postage Description: Mailing of CalFresh applications 1700 @ \$1.40/ mailing		\$2,380.00
Title: Printing and Duplication Description: Flyers, brochures, recipe cards and other CalFresh outreach materials		\$4,200.00
Title: Food Description: Food for school food service trainings, family meal markets, healthy eating classes and		\$36,250.00

afterschool, preschool and community school nutrition education linked to CalFresh outreach	
Title: Paper Goods Description: plates, napkins, utensils, bags etc. for conducting food service trainings, family meal markets, healthy eating classes and afterschool, preschool and community school healthy eating activities linked to CalFresh outreach.	\$3,000.00
Total Consumable/Supplies:	\$45,830.00
D. Transportation/Travel	
Title: Mileage Description: Mileage for picking up supplies, family meal market delivers and travel to participating school sites to conduct healthy eating activities 6000 miles @ .56/mile	\$3,360.00
Title: Travel Expenses Out of Area Speakers for School Food Service Trainings Description: Per diem @\$53.00/day x 6 days=\$318.00, Lodging @\$110/night x 4 nights= \$440.00. Transportation @ \$1,000.00 x 2 speakers=\$2,000.00.	\$2,758.00
Total Transportation/Travel:	\$6,118.00
Total :	\$272,579.00

Personnel: include all employee costs, but not independent contractors. List each employee type separately. Examples of calculations are: 15% of \$2,000/mo. X 6 months; 20 hrs X \$15/hr X 52 weeks + benefits.

Operational: include all direct and indirect expenses for the project, except consumable supplies and travel. Include such things as rent, office supplies, equipment, contract labor or services, and overhead or administrative costs. Please list each type of cost separately.

Consumables: includes items that will be used-up/consumed by participants or staff - food, meal or meeting supplies, postage, paper, etc.

Transportation: vehicle purchase or rental costs, employee per-mile reimbursements, and other travel-related expenses.

Other: includes anything not already covered in the budget categories above. List each expense separately.

Overhead and administrative costs may not exceed 10% of direct costs without justification and prior approval by DHHS.

EXHIBIT B

CalFresh Outreach - Invoice

CBO Name
Coordinator/Contact
Address
Phone

Invoice Date: 4/28/2015 Invoice # AB- _____ 0

Invoice Type: Monthly Quarterly Invoice Period: July - Sept. 2015

Description	Cost	Total Amount Due
Personnel Costs (Wages and Benefits)		
	\$0.00	
Operational Costs (Rent, Utilities, Phones, etc.)	\$0.00	
Consumables/Supplies (Supplies and Consumables should be separate)	\$0.00	
Transportation/Travel (Local and out of county should be separate)	\$0.00	
Other (Indirect Costs, Contracts, etc.)	\$0.00	
		\$0.00

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the expenditures are in accordance with the approved Agreement cited for services provided under the provision of that agreement. Full justification and backup records for the expenditures are maintained in our office at the address indicated.

Signature and date: _____

Print Name and Title: _____

Send invoice to:

COUNTY OF HUMBOLDT
 DHHS, Financial Service Division
 507 F Street, CB Unit
 Eureka Ca 95501
 Attn: CalFresh Billing Coordinator



(707) 441-5428 • Fax: (707) 441-5590

_____ Date

_____ Date