



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-9

For the meeting of: December 15, 2015

Date: November 5, 2015

To: Board of Supervisors

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

Subject: Agreement with United Indian Health Services to Assist with CalFresh Outreach and Support Activities

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the Agreement with United Indian Health Services 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

Eubonia Hayes

REVIEW:

Auditor

MSM

County Counsel

HJ

Personnel

Risk Manager

KH

Other

TYPE OF ITEM:

- ☒ Consent
☐ Departmental
☐ Public Hearing
☐ Other

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor

Lorelace

Seconded by Supervisor *Bass*

Ayes

Nays

Abstain

Absent

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

Dated: *Dec. 15, 2015*

By:

Kathy Hayes
Kathy Hayes, Clerk of the Board

DISCUSSION:

United Indian Health Services (UIHS) currently serves approximately more than 4,000 American Indian residents of Humboldt County with a broad range of health-related services in pursuit of its mission "To work together with our clients and community to achieve wellness through health services that reflect the traditional values of our American Indian Community." Many of UIHS' services are provided in a health clinic setting, but services also include home visiting, events, and a community garden. Over the past three years, UIHS has increased its CalFresh outreach efforts and set the framework for integrating CalFresh outreach and enrollment assistance into all aspects of client care. Under this agreement, UIHS will continue to work on their CalFresh efforts organization-wide in order to increase rates of enrollment. Client Intake personnel, Community Health Representatives, medical providers, WIC staff, Enrollment Counselors, and Community Health Programs staff will promote CalFresh and assist with CalFresh applications daily.

With the execution of this Agreement, United Indian Health Services will continue to assist DHHS in increasing CalFresh utilization by eligible households thereby promoting a safe, healthy and 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 continue to not be fully aware of and do not apply for CalFresh benefits. Many others are not aware of program changes that can 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' 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 lead 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.

Due a more lengthy review process as well as shortages in staffing, this Agreement has a start date of December 1, 2015 in order to ensure quicker continuity of services provided by United Indian Health Services and ensure there is no gap in this service delivery. Prior contract with this agency expired on August 31, 2015.

FINANCIAL IMPACT:

The costs associated with the United Indian Health Services Agreement have been budgeted in the approved County Budget for fiscal year 2015-16, in Fund 1160, Budget Unit 511 in the amount of \$281,698. 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 the CalFresh Outreach and Support activities with United Indian Health Services. 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 United Indian Health Services (3 originals)

AGREEMENT FOR SERVICES

This Agreement is made and entered into this 15th day of December, 2015, by and between the County of Humboldt (COUNTY), a political subdivision of the State of California, and United Indian Health Services (hereinafter, CONTRACTOR) a not for profit corporation.

RECITALS

WHEREAS, COUNTY, through the 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 November 1, 2015 and shall continue through October 31, 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 Eighty-One Thousand Six Hundred Ninety-Eight Dollars (\$281,698.00), as set forth in the Budget attached hereto as Exhibit B, 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 4 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. 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 Insurance, as required by the California Labor Code, with statutory limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease.

Said policy shall contain or be endorsed to contain a waiver of subrogation against County, its officers, agents, employees, and volunteers 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 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. Is primary insurance as regards to County of Humboldt.
 - c. 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 24, 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:

Jude Marshall
United Indian Health Services
1600 Weeot Way
Arcata, Ca 95521

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.

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.

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[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: *for Huntwell, Deputy*

APPROVED AS TO INSURANCE:

K. Haggard
Risk Manager

COUNTY OF HUMBOLDT:

Estelle Dennell
Chair, of the Board of Supervisors

CONTRACTOR:

Shen Liouvit
Name
CEO
Title

Jim
Name
CFO
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
United Indian Health Services

Objective 1 – Increase participation in CalFresh in Humboldt County by raising awareness of CalFresh, providing information on eligibility guidelines and assisting with CalFresh applications among potentially eligible American Indian populations.		
Task Description	Duration/Month	Details and Outcomes
A Community Nutrition Program Outreach staff will produce/collect CalFresh outreach materials for distribution at annual Humboldt County events such as the Harvest Party, HAWC-Walk, Arts & Crafts Fair, Repchem, May-Gay-Tohl-Kwe Summer Camp, and other related tribal organization events	November-October (as necessary)	-Approximately 1,200 American Indian community members in Humboldt County will be reached at 7 UIHS community events occurring mostly during the summer months and into the holidays. -Community members will receive handouts and brochures that include information on the CalFresh program and how to apply. Promotional items will also be distributed as marketing tools.
B Community Nutrition Program staff will provide direct CalFresh outreach at Potawot Health Village, various UIHS Satellite Clinics, Nutrition Department events and activities throughout Humboldt County such as the Potawot Community Food Garden Produce Stand and accompanying cooking demonstrations, garden starts events and food harvest, processing and cooking workshops, nutrition education classes, and Potawot Community Food Garden tours.	November-October	-Approximately 200 American Indian Community members will be during Nutrition Program events and activities. - Community members will receive handouts and brochures that include information on the CalFresh program and how to apply, as well as application assistance if preferred.
C UIHS Patient Registration staff will screen incoming clients for possible CalFresh eligibility at all Humboldt County clinics. Application assistance will be provided upon check-in or through an in-house referral process.	November-October	-All clients will be screened for CalFresh eligibility upon arrival to the clinic. -If client are eligible and wants more information they will be referred to Nutrition Program staff who will process applications at the client's request.
D Community Nutrition Program staff will submit CalFresh information to various in-house quarterly newsletters including the Acornbasket, Pey-wo-mek (Nutrition) and the Diabetes Prevention Program, and WIC monthly newsletters.	November-October	- Approximately 4,000 UIHS Humboldt County clients will be reached through the distribution of various UIHS newsletters. - Articles will include information about CalFresh, nutrition tips, events, workshops, activities, demonstrations, recipes, local CalFresh resources, food of the month and contact information for Nutrition Program staff for application assistance.
E Community Nutrition Program staff will submit CalFresh information to various tribal newsletters including membership, head starts, social services, and cultural programs.	November-October	-Approximately 3,000 tribal members will be reached. - Articles will include information about CalFresh, nutrition tips, events, workshops, activities, demonstrations, recipes, local CalFresh resources, food of the month and contact information for Nutrition Program staff for application assistance.

Objective 2 – UIHS Nutrition Department staff will provide follow up assistance for all client applications processed in order to improve application processing time as well as communication between applicants and Humboldt County Department of Health and Human Services staff.

Task Description	Duration/Month	Details and Outcomes
A Community Nutrition Program staff will obtain completed Release of Information forms from each willing client with whom an application was assisted in order to follow-up with application processing progress.	November-October	-Completed Release of Information forms will be submitted to DHHS staff along with applications. - Nutrition Program staff will complete appropriate follow-up.
B Community Nutrition Program staff will provide appropriate CalFresh application follow-up assistance.	November-October	-Follow-up will include weekly calls to all clients who complete and submit Release of Information forms, and DHHS staff following the submission of CalFresh applications. This will help to facilitate the timely completion of application processing.
C Community Nutrition Program staff will track obstacles experienced by clients during the CalFresh application process.	November-October	-Obstacles will be tracked and reported to Humboldt DHHS as a component of each quarterly report submitted.

Objective 3 – UIHS Nutrition Department staff will plan and implement client food security assessment project in order address food security and hunger-related issues.

Task Description	Duration/Month	Details and Outcomes
A Community Nutrition Program staff will plan activities driven by Food Security Assessment data results.	November-January	- Planning will be tracked and reported to Humboldt DHHS as a component of each quarterly report submitted.
B Community Nutrition Program staff will develop and implement activities resulting from Food Security Assessment.	February-October	-Outcomes will be tracked and reported to Humboldt DHHS as a component of each quarterly report submitted.
C Food Security planning and outcomes will be summarized by Nutrition Program staff and reported to appropriate DHHS staff.	November-October	-Data will be collected, summarized, and reported to DHHS. -Data will be utilized in future UIHS program planning.

EXHIBIT B

Payment/Invoice Schedule

United Indian Health Services

CONTRACTOR agrees that the total maximum compensation cap for services performed and costs incurred under this Agreement is Two Hundred Eighty-One Thousand, Six Hundred Ninety-Eight Dollars (\$281,698) and CONTRACTOR agrees to perform any services required by this Agreement for an amount not to exceed such maximum compensation cap.

All costs incurred above the maximum compensation cap will be the responsibility of the CONTRACTOR.

CONTRACTOR shall submit a final project report, including all expenditures within thirty (30) days of project completion or within thirty (30) days of termination of this Agreement.

CONTRACTOR will submit an itemized invoice to the COUNTY monthly or no less than quarterly, (See invoice schedule below) commencing upon final execution of Agreement by COUNTY.

CONTRACTOR will submit an itemized invoice, in the form of the Budget, attached hereto as page 4 of Exhibit B and incorporated as part 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 reference.

Payment for services performed will be made within thirty (30) days after receipt of the invoice.

Any shift of funds to or from the personnel category must be approved in writing by COUNTY. CONTRACTOR may shift up to 20% of budgeted amounts between all other budget categories without prior written approval by COUNTY.

All work completed and costs for CalFresh access activities in Exhibit A Scope of Work, consisting of two (2) pages, shall be entered and identified for the corresponding activities in Exhibit A that were performed by CONTRACTOR during the invoice period.

All identification and supporting documents shall be kept by the CONTRACTOR for a period of five (5) years and made available to Department of Health and Human Services (DHHS) staff for the purposes of audit upon request.

Invoice Schedule:

Itemized Invoices are due one month after completion of the contract term. Quarterly Invoices are due one month after the end of each quarter. This year, all quarterly invoices will be based on DHHS fiscal year quarters. Fiscal year is from July 1st through June 30th. The table below shows each fiscal year quarter and due dates. Contractors must submit quarterly invoices for each quarter in which the contract is active.

Quarter	Dates Included	Date Invoices Due to DHHS
1	July 1 through September 30	October 30
2	October 1 through December 31	January 31
3	January 1 through March 31	April 30
4	April 1 through June 30	July 31
Final invoice	Based on contract term	One month after term end

Exhibit B

Budget 2015-2016

United Indian Health Services

A. Personnel Costs	
Title: CalFresh Outreach Project Manager (Nutrition Manager) Salary Calculation: 75% of \$60,393 annual pay x 12 months + benefits @ 27.5% Duties Description: Administration, Program Planning, Tribal/Community Partner Liaison	\$57,751
Title: Outreach Assistant (Community Nutrition Assistant II) Salary Calculation: 100% of \$36,899 annual pay x 12 months + benefits @ 27.5% Duties Description: Nutrition Education, Cooking Demonstrations, CalFresh Outreach and Assistance with Applications	\$47,046
Title: Outreach Assistant (Community Nutrition Assistant II) Salary Calculation: 60% of \$36,899 annual pay x 12 months + benefits @ 27.5% Duties Description: Nutrition Education, Cooking Demonstrations, CalFresh Outreach and Assistance with Applications	\$28,228
Title: CalFresh Demonstration/Garden Educator I Salary Calculation: 30% of \$36,899 annual pay + benefits @ 27.5% Duties Description: Garden Education/CalFresh Outreach	\$ 14,114
Title: CalFresh Demonstration/Garden Educator I Salary Calculation: 30% of 36,899 annual pay + benefits @ 27.5% Duties Description: Garden Education/CalFresh Outreach	\$14,114
Title: Food Experts (Consultants) Salary Calculation: Up to \$400 per presentation up to 30 presentations, Stipends depending on food experts time(including preparation)/rate/mileage Duties Description: Classes, demonstrations, trainings on traditional foods and their contemporary counter parts and/or traditional preparation and contemporary ways of preparation. CalFresh information will be shared and encouraged as a way of supporting traditional ways of eating and living.	\$12,000
Total Personnel Costs:	\$173,253
B. Operational Costs	
Title: Facilities and Operational Costs Description: 23% of total budget includes office supplies, mileage, payroll services, janitorial services, insurance, indirect and audit expenses.	\$50,612
Title: Equipment Description: 2 tablet computers for use when outreach staff/application assisters are in the field. Tablets can be used to display informational resources, to access the C4Yourself online CalFresh application, or for communication with other UIHS staff.	\$2,500
Title: Communications Description: Data plan for tablet computers to be paid monthly.	\$2,000
Total Operational Costs:	\$55,112
C. Consumables/Supplies	
Title: Outreach Materials Description: For distribution at the Potawot Community Food Garden Produce Stand and Community Events	\$5,000
Title: Ingredients for Demonstrations and Outreach Events Description: Demos to take place at the Potawot Community Food Garden Produce Stand and Community Events	\$6,300
Title: Supplies and Materials for Demonstrations and Outreach Events Description: Dehydrator, canning supplies, food saver and supplies, utensils, etc.	\$7,500
Title: Vegetable Starts Description: Starts for Distribution at Gardening Outreach Events/Activities	\$5,000
Title: CalFresh Logo Outreach Description: Promotional items for clients who participate in UIHS-CalFresh activities	\$5,000

Title: Educational Garden Supplies		
Description: Soil, Seeds, Hand Tools, Signage, Materials		\$7,500
Title: Harvest Festival Supplies Description: Outreach and Educational Supplies for Potawot Community Food Garden Annual Event to promote and educate participants about CalFresh and offer opportunities to apply		\$6,000
Total Consumable/Supplies:		\$42,300
D. Transportation/Travel		
Included in Facilities, Operational, and Overhead Costs (Included in Indirect)		
Total Transportation/Travel:		\$0.00
E. Other Costs		
Title: Food Security Survey Project		
Description: Finalization of Food Security Survey to include an Analysis Report and recommendations for future projects and programs addressing food security issues.		\$11,033
Total Other Costs:		\$11,033
Total :		\$281,698

EXHIBIT B

CalFresh Outreach - Invoice

CBO Name Coordinator/Contact Address Phone

Invoice Date: _____

Invoice # AB-_____ 0

Invoice Type: **Monthly** _____ **Quarterly** _____

Invoice Period: _____

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

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

Signature and date: _____

Print Name and Title: _____

Send invoice to:

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



_____ Date

_____ Date

(707) 441-5428 • Fax: (707) 441-5590