



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C-10

For the meeting of: May 12, 2015

Date: April 16, 2015

To: Board of Supervisors

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

Subject: Agreement with Arcata House Partnership to Assist with CalFresh Outreach and Support Activities.

RECOMMENDATION(S):

That the Board of Supervisors:

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

SOURCE OF FUNDING:

Social Services Fund 1160

DISCUSSION:

The Arcata House Partnership (AHP) offers a comprehensive range of services from initial engagement, emergency shelter, transitional housing, and supportive housing with the goal of permanent housing for all.

Prepared by: Leigh Pierre-Oetker

CAO Approval *[Signature]*

REVIEW: Auditor *[Signature]* County Counsel *[Signature]* Personnel _____ Risk Manager *[Signature]* 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, Lovelace, Fennell, Bahn, Bass*
Nays _____
Abstain _____
Absent _____

PREVIOUS ACTION/REFERRAL:

Board Order No. C-24, C-9

Meeting of: 2/26/13, 3/11/14

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

Dated: *May 12, 2015*
By: *[Signature]*
Kathy Hayes, Clerk of the Board

AHP has partnered with DHHS on CalFresh Outreach over the past few years by integrating CalFresh Outreach and application assistance into all AHP programs and client contacts. AHP plans to continue to focus on providing CalFresh Outreach to indigent people in the northern Humboldt Bay area, primarily Arcata and McKinleyville, and plans to assist hundreds of individuals with CalFresh enrollment.

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

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. While enrollment is at an all-time high in the county, state and nation, there is still room for improvement.

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

FINANCIAL IMPACT:

The costs associated with this Agreement have been budgeted in the approved fiscal year 2014-15 budget in fund 1160, Budget Unit 511 in the amount of \$22,000.00. The remaining \$106,897.00 will be included in the proposed fiscal year 2015-16 budget in Fund 1160, Budget Unit 511. 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:

Arcata House Partnership.

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board can choose not to approve the Agreement for CalFresh Outreach and Support activities with Arcata House Partnership. 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 Arcata House Partnership (3 originals).

AGREEMENT FOR SERVICES

This Agreement is made and entered into this 12th day of May, 2015, by and between the County of Humboldt (COUNTY), a political subdivision of the State of California, and Arcata House Partnership (hereinafter, CONTRACTOR) a not for profit corporation.

RECITALS

WHEREAS, 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, consisting of four (4) pages, which is attached hereto and incorporated by reference. Said exhibit describes the services to be performed by CONTRACTOR under this Agreement.

2. TERM

This Agreement shall commence on May 1, 2015 through April 30, 2016.

3. COMPENSATION

CONTRACTOR agrees that the total maximum compensation cap for services performed and costs incurred under this Agreement is One Hundred Twenty-Eight Thousand Eight Hundred Ninety-Seven Dollars (\$128,897.00), and CONTRACTOR agrees to perform any services required by this Agreement for an amount not to exceed such maximum compensation cap. All costs incurred above the maximum compensation cap will be the responsibility of the CONTRACTOR.

4. PAYMENT

CONTRACTOR will submit an itemized invoice to the COUNTY monthly or less often, 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.

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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 24. 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:

Ms. Karen "Fox" Olson, MSW
Arcata House Partnership
1005 11th Street
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.

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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.

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[Signature Page to Follow]

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: *Ann Humboldt, Deputy*

APPROVED AS TO INSURANCE:

Dennis J. Kibbe
Risk Manager

COUNTY OF HUMBOLDT:

Estelle Kennell
Chair, of the Board of Supervisors

CONTRACTOR:

<u><i>Diane DeFord</i></u>	<u><i>Lindy Purcell</i></u>
Name	Name
<u><i>Co-chair of Board</i></u>	<u><i>secretary</i></u>
Title	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:

<i>Objective 1: Increase the number of very low income and homeless people who experience better nutrition and health by applying for and receiving CalFresh benefits</i>		
<i>Task Description</i>	<i>Duration</i>	<i>Details and outcomes</i>
1. All staff, volunteers and interns who have direct client contact will attend and participate in CalFresh Outreach training events.	12 months— as scheduled	All staff will understand the CalFresh Program and be able to offer information, de-stigmatization messages and assistance to at least 750 individuals who participate in AHP Programs.
2. 100% of AHP clients will be offered Cal Fresh guidelines or changes/ de-stigmatization messages/ messages encouraging enrollment	Months 1-12	At least 850 (adult) individuals will be screened for CalFresh Eligibility
3. Clients will be offered assistance with a paper application or with assessing the online application.	Months 1-12	At least 200 clients will receive assistance with completing and submitting an application. This will include, but not be limited to: <ul style="list-style-type: none"> • All will be offered assistance with the paper or online application • All clients will be offered transportation to DHHS to complete the application process • Clients will be helped to gather the documentation they are required to take to their interview. In some cases this might involve replacing lost documents or obtaining documents for the first time. • Clients who have applied will be reminded to check on their applications, open their mail and respond to requests or inquiries necessary to process their application. They will also be offered healthy foods during the interim. • Clients who are receiving CalFresh benefits will be reminded to maintain their benefits and helped to do so. • At least 150 households will obtain or maintain CalFresh benefits.
4. Cal Fresh educational materials will be distributed to all clients and displayed in all facilities (5 transitional houses, Emergency Shelter, AHP Annex and homes of permanent supportive housing program clients)	Months 1-12	At least 200 resident clients will be offered nutrition education. CalFresh materials, including about healthy eating, i.e. <i>Choose My Plate</i> , nutrition/ healthy cooking or eating and other nutrition messages will be displayed and distributed in all agency facilities and tied to the message that healthier fresh foods can be affordable through enrollment in CalFresh.
Objective 2: The CalFresh Outreach Program will provide Cal Fresh outreach (eligibility and application information, education and de-stigmatization materials) and serve nutritious meals to at least 40 very low-income people at least four days each week. In addition to the details and outcomes for all programs, clients of this program will		
<i>Task Description</i>	<i>Duration</i>	<i>Details and outcomes</i>

<p>1. Program staff will continue to engage people with barriers to enrollment in CalFresh by offering multiple messages and materials.</p>	<p>Months 1-12</p>	<p>At least 40 very low-income individuals will receive a nutritious meal 4 days/week.</p> <p>At least 500 individuals will receive a CalFresh Outreach wallet card and reminders that assistance is available/with de-stigmatization messages and encouragement at least once a week</p> <p>At least 500 clients will be referred to a case manager at the AHP Annex for more information and application support</p>
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Objective 3: **Chronically Homeless CalFresh Outreach/Food Security:** At least 50 chronically homeless people will be offered emergency food supplies/meals along with messages. In addition to the details and outcomes clients will:

<i>Task Description</i>	<i>Duration</i>	<i>Details and outcomes</i>
<p>1. Case Managers will identify barriers; offer updated information and assistance with CalFresh applications.</p>	<p>Months 1-12</p>	<p>Case Managers at the Night shelter and the permanent supportive housing programs will provide at least 200 clients with CalFresh eligibility and application information and assistance.</p>
<p>2. Meals will be accompanied by guidance on healthy eating</p>	<p>Months 1-12</p>	<p>At least 20 chronically homeless adults will be offered a nutritious dinner each night (at the Arcata Night Shelter).</p>
<p>3. Clients will be screened for CalFresh eligibility</p>	<p>Months 1-12</p>	<p>Case Managers at the Night shelter and the permanent supportive housing programs will provide at least 200 clients with CalFresh eligibility and application information and assistance.</p>
<p>4. Permanent supportive housing clients will be helped to avoid food insecurity</p>	<p>Months 1-12</p>	<p>At least 30 permanent supportive housing clients will be screened for CalFresh Eligibility and offered emergency food supplies if needed.</p> <p>Clients who are waiting on SSI claims will be offered CalFresh as a way to maintain food security during the wait.</p> <p>At least 30 clients in permanent supportive housing will receive Farmer's Market "bucks" and assistance in shopping at the local farmer's markets—along with messages that "CalFresh can be used to purchase fresh fruits and vegetables at local stores or Farmer's markets"</p>

Objective 4: Transitional Housing Program Cal-Fresh Outreach: Case Managers will provide at least 40 families with CalFresh eligibility and application information and assistance.

<i>Task Description</i>	<i>Duration</i>	<i>Details and outcomes</i>
1. Include CalFresh screening in the intake process	Months 1-12	<p>The intake process will include CalFresh screening, application assistance, transportation to DHHS, if needed and assistance renewing and maintaining benefits</p> <p>At least 40 families will be screened for Cal Fresh eligibility upon entry into the transitional housing program</p>
2. Include nutrition education and awareness in ongoing life skills education	Months 1-12	<p>Case Managers will at least 40 families (75 people) with education that focuses on increasing awareness and adoption of healthy food and life choices that improve wellness and prevent chronic disease.</p> <p>Provide at least 40 families (75 people) with support in making healthy food choices (trips to Farmer's Market, purchase of farm share and trips to the farms to pick up, and harvest food, assistance with shopping for food) and messages that remind them "CalFresh can be used to purchase fresh fruits and vegetables at local stores or Farmer's markets".</p> <p>Provide at least 40 families with basic life skills education that covers topics that range from basic cooking using fresh and bulk foods, safe food storage, kitchen maintenance and cleaning, tasting of new foods and other skills that will encourage cooking and eating family meals. All lessons will remind adult family members that "CalFresh can be used to purchase fresh fruits and vegetables at local stores or Farmer's markets".</p> <p>All clients will participate in (age and family-appropriate) life-skills education that includes learning to shop for, safely store and prepare healthy foods. Education is tailored for each family's ability, interests, culture and tastes. CalFresh healthy eating materials will be utilized and all education will include messages that low-income families can buy more nutritious foods by using CalFresh benefits</p>

Objective 5: Regional Food Gleaning: Continue to employ a "gleaner" who collects food donations from restaurants, caterers and grocers in Arcata on a regular schedule at least four days/week*

<i>Task Description</i>	<i>Duration</i>	<i>Details and outcomes</i>
Ensure that the gleaner is trained to identify potential CalFresh recipients and refer them to the AHP Annex for assistance in applying.	1-12 months	<p>Gleaner will attend CalFresh training as available</p> <p>Gleaner will identify and utilize "teachable moments" to provide CalFresh outreach to at least 50 grocery employees, dumpster divers, customers, store managers and people and agencies that receive the food that is gleaned</p>

Ensure that clients at all programs that receive gleaned food receive CalFresh outreach materials, application assistance and de-stigmatization messages.		<i>Gleaner will ensure that CalFresh materials and messages are available to be offered at all times.</i>
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<i>Objective 6: Project Management: AHP will ensure that the project is well managed and accountable</i>		
<i>Task Description</i>	<i>Duration</i>	<i>Details and outcomes</i>
All expenditures will be tracked and recorded by the bookkeeper. CalFresh expenditures will be allocated to the appropriate account	<i>June 2016</i>	<i>Audited financial statements will be available</i>
<i>AHP will submit quarterly and final reports to DHHS</i>	<i>Month 4, 7, 10 and 13</i>	All staff will be responsible for collecting data on CalFresh activities and submitting them no later than 21 days after the end of each quarter

EXHIBIT B

Payment/Invoice Schedule

Arcata House Partnership

CONTRACTOR will submit itemized invoices to the COUNTY monthly or less often. CONTRACTOR shall submit a final invoice upon project completion or at the termination of this Agreement. Final invoice shall be submitted to COUNTY within thirty (30) days.

CONTRACTOR will submit an itemized invoice, in the form of the Budget, attached hereto as page 2 of Exhibit B and incorporated as part of this Agreement.

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 four (4) page, 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.

Payment for work performed will be made within thirty (30) days after receipt of the invoice. CONTRACTOR agrees that the maximum compensation cap for services performed and costs incurred under this Agreement is One Hundred Twenty-Eight Thousand Eight Hundred Ninety-Seven Dollars (\$128,897.00), and all costs exceeding the total maximum compensation cap amount will be the responsibility of the CONTRACTOR.

EXHIBIT B
Budget
Arcata House Partnership

<i>Descriptions</i>	<i>Amounts</i>
A. Personnel Costs	
Title: Project Director Salary Calculation: 5 hr./week @ \$21/hour for 52 weeks Duties Description: Oversee and supervise all project activities, supervise reporting and compliance	\$5,460.00
Title: Kitchen Manager Salary Calculation: 25 hr./week @ \$11/hour for 52 weeks Duties Description: Plan and prepare all meals for food outreach and/or extreme weather shelter. Provide cooking and food demos for clients in transitional housing program and permanent supportive housing. Ensure compliance with all county regulations	\$14,300.00
Title: Outreach worker/Engagement Specialist Salary Calculation: 12 hr./week @ \$12/hour for 52 weeks Duties Description: Accompany outreach vehicle and provide clients with CalFresh outreach, education, screening. Make referrals to case manager and other services, data collection	\$7,488.00
Title: Case Manager Salary Calculation: 30 hr./week @ \$15/hour for 52 weeks Duties Description: Experienced and trained social workers will provide support and education to clients in all programs. One person available at the annex during scheduled hours to provide clients with application assistance, information, transportation and nutrition education, data collection	\$23,400.00
Title: Cleaner Salary Calculation: 25 hr./week @ \$12/hour for 52 weeks Duties Description: Visit local grocers and rescue edible food for distribution to AHP programs, food banks, family resource centers and homebound people. Provide CalFresh outreach to grocers, customers, others in community, data collection	\$15,600.00
Employer Costs: Payroll taxes, worker's comp, sick leave, vacation @20%	\$13,249.00
Total Personnel Costs:	\$79,497.00
B. Operational Costs	
Title: Rent and Utilities Description: shared cost of maintenance fee charged by the city, maintenance, utilities (gas and electricity, garbage, water and phone) for the AHP Annex (501 9 th Street) where we do cooking, food demos, food storage, case management, CalFresh enrollment and outreach. Monthly costs between \$1850.00 to \$2,000. We are requesting 1/3 of this amount.	\$7,500.00
Title: Vehicle fuel and maintenance for driving the outreach vehicle to local sites, driving clients to DHHS to complete CalFresh applications and shopping for supplies. Description: (1000 miles/month @\$.575 for 12 months):	\$6,900.00
Total Operational Costs:	\$14,400.00
C. Consumables/Supplies	
Title: Food and Supplies Description: Food for Cal Fresh Outreach @ \$300/week Supplies for Cal Fresh Outreach (serving containers, napkins, food wrapping, etc @ \$50/week Food for chronically homeless Night Shelter clients @ \$100/week Food for demos in other programs @ \$50/week Office supplies, misc. kitchen supplies, etc @ \$1000/year	\$27,000.00
Total Consumable/Supplies:	\$27,000.00
D. Transportation/Travel	
Total Transportation/Travel:	0.00
E. Other Costs	
Title: Administration Description: record keeping compliance assurance/reporting/bookkeeping and check writing/audit, etc.	\$8,000.00
Total Other Costs:	\$8,000.00
Total :	\$128,897.00

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

CalFresh Outreach - Invoice

CBO Name
Coordinator/Contact
Address
Phone

Invoice Date: _____

Invoice # AB- _____

Description	Quantity	Cost	Amount
Personnel Costs			
Operational Costs			
Consumables/Supplies			
Transportation/Travel			
Other			

Total to be paid: \$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



 Program Coordinator Date

 Fiscal Coordinator Date

(707) 441-5428 • Fax: (707) 441-5590

Budget Unit/Line: 1160 511 2 723