



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-6

For the meeting of: February 21, 2017

Date: January 17, 2017

To: Board of Supervisors

From: Connie Beck, Director
Department of Health and Human Services-Social Services

Subject: Agreement with Changing Tides Family Services to Assist with CalFresh Outreach and Support Activities

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the agreement with Changing Tides Family Services to assist the Department of Health and Human Services (DHHS) increased 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 (DHHS)-Contract Unit for forwarding to DHHS-Social Services Administration.

SOURCE OF FUNDING:

Social Services Fund 1160

Prepared by Leigh Pierre-Oetker

CAO Approval

REVIEW:

Auditor

County Counsel

Personnel

Risk Manager

Other

TYPE OF ITEM:

☒ Consent
☐ Departmental
☐ Public Hearing
☐ Other

PREVIOUS ACTION/REFERRAL:

Board Order No. C-12, C-17, D-6

Meeting of: 1/29/13, 8/12/14, 9/22/15

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Fennell Seconded by Supervisor Sundberg

Ayes Fennell, Sundberg, Bohn, Bass

Nays

Abstain

Absent Wilson

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

Dated: February 21, 2017

By: Kathy Hayes, Clerk of the Board

DISCUSSION:

Changing Tides Family Services (CTFS) is a well-established, diversified, community based organization that has served Humboldt County since 1975. As the sponsor of the United States Department of Agriculture Child and Adult Care Food Program (CACFP) for licensed family child care homes, as the designated local resource and referral agency for child care, and as an integral part of the local child care framework, CTFS is in a unique position to enroll CalFresh families and to encourage healthy choices. CTFS staff has ongoing personal contact with approximately 1,100 low income families, 1,900 children and approximately 300 child care providers, including licensed homes, private centers, and license-exempt centers and providers located throughout Humboldt County.

With the execution of this Agreement, CTFS will assist DHHS in increasing CalFresh utilization by eligible households thereby promoting 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. 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 increased CalFresh enrollment within the County, State and nation. While enrollment has increased there is still room for improvement.

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. Please note that pursuant to a CTFS Board Resolution dated March 24, 2016 which delegates contracting authority to the Executive Director and Deputy Director, this CalFresh agreement has been signed by Kerry Venegas, Executive Director and Caitlin Scown, Deputy Director.

FINANCIAL IMPACT:

The approval of the agreement with CTFS for CalFresh outreach services in the amount of \$231,503 for the period of March 1, 2017 thru August 31, 2018 (18 Months). CalFresh agreements are funded through federal dollars and reside in fund 1160, budget unit 511 (Social Services Administration). There is sufficient appropriation to cover the estimated costs for the remainder of the fiscal year 2016-17 of

\$51,445. The remainder of the agreement \$180,058 will be included in the proposed budget for the fiscal year 2017-18. There is no negative 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 CTFS. 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 Changing Tides Family Services (3 originals)

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
Changing Tides Family Services**

This Agreement, entered into this 21 day of February, 2017, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Changing Tides Family Services, a California not for profit corporation, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Social Services ("DHHS – Social Services"), desires to retain the services of CONTRACTOR 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, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, CONTRACTOR has represented that it is qualified to perform such services.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR agrees to furnish the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference. In providing such services, CONTRACTOR agrees to fully cooperate with the DHHS – Social Services Director or designee thereof, hereinafter referred to as "Director."

2. TERM:

This Agreement shall begin on March 1, 2017 and shall remain in full force and effect until August 31, 2018, unless sooner terminated as provided herein.

3. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, CONTRACTOR fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.
- B. Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice to CONTRACTOR. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.

- D. Compensation Upon Termination. In the event of any termination of this Agreement, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owing to COUNTY resulting from a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Two Hundred Thirty-One Thousand, Five Hundred and Two Dollars and Sixty-Two Cents (\$231,502.62). CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates/Invoice Schedule/Budget, which is attached hereto and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum dollar amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum dollar amount will be reached.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY quarterly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation as specified by, Director and the Humboldt County Auditor-Controller. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered and costs and expenses incurred will be made within thirty (30) days after the receipt of approved invoices. The required Invoice summary and itemized worksheet form is attached hereto as Attachment 1 to Exhibit B. All invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS – Social Services
Attention: Fiscal
507 F St.
Eureka, Ca 95501

6. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County DHHS – Social Services
Attention: CalFresh Outreach
929 Koster St.
Eureka, Ca 95501

CONTRACTOR: Changing Tides Family Services
Attention: Pam Manning
2259 Myrtle Avenue
Eureka, Ca 95501

7. REPORTS:

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by local, state and/or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate. 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.

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the services provided hereunder.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirements shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CONTRACTOR agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, programs or procedures, at any time, as well as the overall operation of CONTRACTOR's programs, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR will cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by CONTRACTOR pursuant to the terms of this Agreement.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that federal and state confidentiality laws are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws or regulations.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Nondiscriminatory Delivery of Social Services. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the administration of public assistance and social services programs. CONTRACTOR hereby assures that no person shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving local, state or federal financial assistance because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service or any other classifications protected by local, state or federal laws or

regulations. COUNTY reserves the right to monitor the CONTRACTOR's provision of services in order to ensure compliance with the requirements of this section.

- B. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.
- C. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONTRACTOR certifies by its signature below that it 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 weapons systems or nuclear weapons 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 subsequently becomes a Nuclear Weapons Contractor.

13. DRUG-FREE WORKPLACE:

By executing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, et seq.) and will provide a drug-free workplace by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.

- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:
1. The dangers of drug abuse in the workplace;
 2. CONTRACTOR's policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation and employee assistance programs; and
 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:
1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
 2. Agree to abide by the terms of CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONTRACTOR may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONTRACTOR violates the certification by failing to carry out the above-referenced requirements.

14. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, and liabilities of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of insurance, if required by this Agreement, does not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to the services performed by CONTRACTOR pursuant to the terms and conditions of this Agreement regardless if any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by CONTRACTOR hereunder.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations provided for herein, CONTRACTOR shall, and shall require that all subcontractors

hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Best's rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

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

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

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insured's clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in

accordance with the notice provisions set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.

3. The inclusion of more than one 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 Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, 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. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If 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 thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance 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 above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

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

CONTRACTOR: Changing Tides Family Services
Attention: Pam Manning
2259 Myrtle Avenue
Eureka, Ca 95501

16. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement by and between two (2) independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee,

partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the services covered by this Agreement. CONTRACTOR further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations, or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

19. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy or procedure 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.

20. PROTOCOLS:

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

21. 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.

22. ASSIGNMENT:

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

23. AGREEMENT SHALL BIND SUCCESSORS:

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

24. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR which, in the judgment of COUNTY, were not expended in accordance with the terms of this Agreement.

25. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

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

26. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

27. STANDARD OF PRACTICE:

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

28. TITLE TO INFORMATION AND DOCUMENTS:

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

29. JURISDICTION AND VENUE:

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

30. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio,

newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to Director.

31. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided hereunder. Any and all subcontracts will be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security and confidentiality requirements provided herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

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

33. SURVIVAL:

The duties and obligations of the parties set forth in Section 3D – Compensation Upon Termination, Section 8 – Record Retention and Inspection, Section 10– Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this Agreement.

34. CONFLICTING TERMS OR CONDITIONS:

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

35. INTERPRETATION:

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

36. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

37. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

38. ENTIRE AGREEMENT:

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

39. 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.

40. MEANINGFUL USE REGARDING FIXED ASSETS

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.

[Signatures on Following Page]

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

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

CHANGING TIDES FAMILY SERVICES:

By: Kerry Venegas

Date: 2/3/2017

Name: Kerry Venegas

Title: Executive Director

By: Clarkin Scown

Date: 2/6/2017

Name: Clarkin Scown

Title: Deputy Director

COUNTY OF HUMBOLDT:

By: Virginia Bass

Date: 2/2/17

Virginia Bass

Chair, Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Danif J. Lukka

Date: 2/8/17

Risk Analyst

LIST OF EXHIBITS:

Exhibit A – Scope of Services

Exhibit B – Schedule of Rates

EXHIBIT A
SCOPE OF WORK
CHANGING TIDES FAMILY SERVICES
18-MONTH CALFRESH OUTREACH PROGRAM

Building upon the knowledge and experience gained in our previous contracts, Changing Tides Family Services' proposal intends an 18-month continuation of the many successful activities in our current project. Our proposal has four goals:

1. Continue direct CalFresh outreach and application assistance activities to enroll new persons and to assist with CalFresh retention
2. Provide additional education and support to the child care community to encourage healthy lifestyles, active-play, the choose-my-plate nutrition model, and increased usage of CalFresh
3. Continue program coordination to achieve goals of the CalFresh program
4. Continue to maintain accurate data regarding activities performed, and submit fiscal and programmatic reports to the County on a quarterly basis

Goals	Activities	Position Responsible	Desired Outcomes
1. Continue direct CalFresh outreach and application assistance activities to enroll new persons on CalFresh; continue our efforts to assist in CalFresh retention activities.	1(a) Conduct outreach activities at a variety of community locations throughout County, including the Changing Tides Family Services' main lobby, which receives heavy foot traffic. 1(b) Assist potential applicants with pre-screening for CalFresh; assist with paper or c4yourself applications, and provide support through the enrollment process. 1(c) Conduct timely follow-up with applicants to determine benefit status and assist with retention as appropriate.	CalFresh Activity Specialist Resource and Referral Specialist Bilingual Resource and Referral Specialist CalFresh Activity Specialist Resource and Referral Specialist Bilingual Resource and Referral Specialist Program Assistant # CalFresh Activity Specialist Resource and Referral Specialist Bilingual Resource and Referral Specialist	A minimum of 3,000 individuals will receive CalFresh program materials. A minimum of 400 individuals will complete enrollment applications for CalFresh. A minimum of 200 individuals will be assisted in retaining CalFresh benefits.

EXHIBIT A
SCOPE OF WORK
CHANGING TIDES FAMILY SERVICES
18-MONTH CALFRESH OUTREACH PROGRAM

Goals	Activities	Position Responsible	Desired Outcomes
2. Provide additional education and support to the child care community to encourage healthy lifestyles, including, active-play, the choose-my-plate nutrition model, and increased usage of CalFresh	2(a) Conduct active-play demonstrations with child care providers, children in care, and parents and increase the use of CalFresh. 2(b) Conduct gardening demonstrations for child care providers and parents encouraging the use of CalFresh. 2(c) Conduct cooking demonstrations for child care providers and parents that encourage healthy lifestyles and use of CalFresh. 2(d) Develop and disseminate nutrition/cooking, gardening, and active-play resources, including CalFresh information, to all licensed family child care home providers and the families in their care. 2(e) Develop and display gardening exhibits at our main offices to increase clients' awareness of seasonal gardening and to encourage CalFresh usage. 2(f) Develop and actively pursue opportunities for collaborative efforts with community partners to encourage the use of CalFresh and to support healthy lifestyle choices through family friendly events.	CalFresh Activity Specialist Bilingual Resource and Referral Specialist CalFresh Activity Specialist Bilingual Resource and Referral Specialist CalFresh Activity Specialist Bilingual Resource and Referral Specialist CalFresh Activity Specialist Bilingual Resource and Referral Specialist CalFresh Activity Specialist Bilingual Resource and Referral Specialist CalFresh Activity Specialist Bilingual Resource and Referral Specialist	A minimum of 45 child care providers and 30 parents will receive active-play demonstrations and resources, as well as CalFresh information. A minimum of 65 child care providers and 30 parents will participate in gardening demonstrations. A minimum of 40 child care providers and 30 parents will receive cooking demonstrations. All licensed family child care home providers and families in care will receive seasonally appropriate nutrition/cooking, gardening, and active-play resources on a quarterly basis. A minimum of 200 clients will view seasonal garden exhibits and receive CalFresh and gardening resources. A minimum of 5 family friendly events will be planned and executed with community partners with an emphasis on family health.
Goals	Activities	Position Responsible	Desired Outcomes
3. Continued program coordination to achieve	3(a) Develop, coordinate, and conduct program activities with CACFP and other child care services.	Resource and Referral Director	Continued outreach and education to the child care community.

EXHIBIT A
SCOPE OF WORK
CHANGING TIDES FAMILY SERVICES
18-MONTH CALFRESH OUTREACH PROGRAM

	goals of the CalFresh program	<p>3(b) Monitor and assess progress towards goals; propose modification of goals if necessary.</p> <p>3(c) Coordinate site visits of staff members to child care provider locations community locations throughout the County.</p> <p>3(d) Plan, coordinate, and assist in demonstrations, workshops, and events.</p> <p>3(e) Point person for CalFresh related community activities and collaborative meetings.</p>	<p>Resource and Referral Director</p> <p>Resource and Referral Director</p> <p>Resource and Referral Director</p> <p>Resource and Referral Director</p>	<p>Program activities as described in goals 1-2 will meet or exceed desired outcomes.</p> <p>Staff members will succeed in individual assignments and activities.</p> <p>Personnel and other resources will be used efficiently and in an intentional manner.</p> <p>Continued community collaboration and cohesion regarding CalFresh activities.</p>
	4. Continue to maintain accurate data regarding activities performed; submit fiscal and programmatic reports to the County on a quarterly basis	<p>4(a) Maintain accurate records of all work performed and expenses incurred.</p> <p>4(b) Submit reports to the County.</p>	<p>All positions Administrative staff</p> <p>Resource and Referral Director Administrative staff</p>	<p>Ongoing accountability of programmatic and fiscal matters.</p>



Outreach Contract Report Forms 2016-17

Cal Fresh Outreach partnership contracts are an opportunity for community-based organizations and the Humboldt County Department of Health and Human Services (DHHS) to work together to improve the health of our community. We would like to know more about your efforts and to hear about your successes, and of course, we must report to our funders. Please use the attached Quarterly Report Form and a Summary Report Form to tell DHHS about your project and to share your ideas for improvement.

Due dates:

Quarterly reports are due one month after the end of each quarter. Quarterly reports will be based on DHHS fiscal year quarters. The table below shows each fiscal year quarter and the report due dates. Contractors must submit a quarterly report for each quarter in which the contract is active. The Final Summary Report is due one month after completion of the contract term. If the total agreement amount is \$10,000 or less you are only required to submit a Final Summary Report.

Quarter	Dates Included	Date Report Due to DHHS
1	July 1 through September 30	October 31
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 Summary Report	Based on contract term	One month after term end

Submission of reports:

All reports should be sent to **both** CalFresh Outreach and the DHHS Contract Unit at the following addresses:

CalFreshOutreach@co.humboldt.ca.us
DHHS-ContractUnit@co.humboldt.ca.us

Or by mail to: Department of Health and Human Services
 Attention: Contract Unit
 507 F Street
 Eureka, CA 95501

Need help?

If you are unsure about when your reports are due, please refer to item 2 (Term) in your contract. If you are still unsure or you would like help with anything else, please call Mandy Gentle-Martin at 707-268-2787.

In your narrative reports, please remember to talk about both processes and outcomes when possible.

Process evaluation attempts to answer these types of questions:

- Were the programs/services of the right quality and content?
- How many individuals participated in the program?
- Did the program reach the population that it was intended to reach?
- Are those who participated satisfied with the program?

Outcome evaluation focuses on answers to these types of questions:

- Did the program produce the changes intended? Unintended?
- At what level were changes sought and accomplished - short-term, intermediate or long term?
- How does the program compare to others in terms of effectiveness and efficiency?
- Was the value of the outcomes achieved worth the resources invested in the program?

Humboldt County CalFresh Outreach Partnership
Final Summary Report Form
 Due one month after term end



Organization Name: _____ **Report Due Date:** _____

Contact Name: _____ **Phone:** _____

Please attach a narrative report addressing the items outlined in section I below. If you also have a Quarterly Report due please include it with your Final Summary Report. Feel free to attach any other relevant materials or reports.

I. NARRATIVE (please attach a maximum of 4 pages, exclusive of attachments)

A. Results/Outcomes

- ☐ 1. Please describe the grant activities and events completed and total numbers served or reached.
- ☐ 2. What difference did this grant make in your community or neighborhood and for the population you are serving? Please discuss evidence of effect (e.g., satisfaction survey results, pre- and post-test results, community indicators, outcomes, etc.). *If you have evaluation materials that document outcomes and impacts of your work, feel free to attach them in lieu of answering this or other questions.*
- ☐ 3. Describe any unanticipated results, positive or negative, not already described above.

B. Lessons Learned

- ☐ 4. Describe what you learned based on the results/outcomes you reported in Section A above and what, if any, programmatic or organizational changes you will make based on your results/outcomes.
- ☐ 5. Describe the materials, messages, or tools you used, if and how you modified them to fit your audience, and how you would improve them further. Are there other tools you need?

C. Future Plans

- ☐ 6. If you will be continuing this program, what are the plans for sustaining or expanding the program?
- ☐ 7. If you have identified areas where increased collaboration between organizations or sectors would lead to increased positive outcomes for your constituents, briefly describe your ideas.

D. Other Comments

- ☐ Please share with us any other comments you would like to make, any recommendations you have for our contracting or reporting processes, and any thoughts on how DHHS can do a better job of helping you.

II. QUARTERLY REPORTS

- ☐ Ensure all quarterly reports have been submitted. Even if only one month of a quarter is included in your contract term, please submit a quarterly report if you had an active contract during the quarter.

III. FINANCIAL REPORT

- ☐ A final financial summary report consisting of an itemized invoice summary and an itemized invoice worksheet is required. Please show all expenditure information compared to your approved budget and explain any major variances. *Do not send receipts, but do keep them for your records.*

Humboldt County CalFresh Outreach Partnership

Quarterly Report Form



Organization Name: _____

Please Circle Applicable Report Cycle:

Quarter 1	(July 1-Sept. 30 2016)	Due October 31, 2016
Quarter 2	(Oct. 1- Dec. 31, 2016)	Due January 31, 2017
Quarter 3	(Jan. 1 – March 31, 2017)	Due April 30, 2017
Quarter 4	(April 1- June 30, 2017)	Due July 31, 2017

Contact Name: _____ Phone: _____

Instructions: we would like to know the number of CalFresh Outreach related messages you delivered and the activities you completed. Please enter the numbers of people you reached or served in the tables below.

A. Media:

Use this section to identify the number of messages you delivered through media, including newsletters websites and posters.

Number of messages delivered through media:	Total
1. Number of possible readers of print media or articles	
2. Number of possible viewers/listeners of non-print broadcast media	
3. Number of possible readers of newsletter articles, client mailers or flyers, or other agency publications	
4. Web content visits (specifically CalFresh)	

B. Check the box if you used these materials this quarter:

- | | |
|--|---|
| <input type="checkbox"/> --Choose my Plate | <input type="checkbox"/> --Rethink Your Drink |
| <input type="checkbox"/> --Budget shopping materials | <input type="checkbox"/> --Harvest of the Month |

C. Healthy Eating and CalFresh Messages:

Use this section to tell us the number of people (by age group) that participated in your activities.

Note: do not include anything in Section C. that has been counted in section A. Media above or in Section D. Enrollment Activities and Support below.

Number of participants or recipients of the following:	Total
5. Educational materials distributed or provided	
6. Educational activities, involvement, or demonstrations (gardening/ exercise/ cooking) provided	
7. Food distributed or meals provided	

D. Enrollment Activities and Support:

Use this section to tell us the number of people (by age group) that participated in your activities.

Note: do not include anything in Section D. that has been counted in sections A. Media or C. Healthy Eating and CalFresh Messages located above.

Number of participants (by age):	Total
8. CalFresh educational materials distributed, benefits/requirements presented/ provided	
9. Paper application provided/assisted	
10. C-4 Yourself application assisted	
11. DHHS visit assisted	
12. Web site or physical address provided	
13. Retention assisted (reports, re-certifications, etc.)	

E. Narrative Report

In a separate attachment, please provide a story or comment specifically related to at least one of the categories above related to your organization/project's Media Related Outreach, Healthy Eating and CalFresh Messages and/or Enrollment Activities and Support.



Humboldt County CalFresh Outreach FY 2016-17 Partnership Request Form

Organization Name: Changing Tides Family Services

Contact Name: Pam Manning

Address: 2259 Myrtle Avenue, Eureka, CA 95501

Phone: (707) 444-8293

Email: pmanning@changingtidesfs.org

Project Title:

Expected start date: March 1, 2017 **and end date:** August 31, 2018

Please answer the following questions. A complete application includes this form, a completed Partnership Budget Form, Outreach Estimates Form, and attached narrative.

A. Project Description Narrative (please attach a maximum of 6 pages)

1. Please describe the activities and events that will be completed with CalFresh Outreach funding. Include the total number of people you will serve or reach and if your program will focus on a particular group or geographic area. Be sure to include how you will encourage and assist applications and retention.
2. What are your expected outcomes? What difference will CalFresh funding make in your community or neighborhood and for the population you are serving? How will the proposed activities fit into or relate to other programs in your organization and community?
3. Please describe your organization's capacity to succeed with the proposed project and your plans, if any, for continuing the work after the proposed project is complete.

B. Which of the CalFresh program goals will you pursue? *Check all that apply; (replace box with an X)*

- ☒ Assist and facilitate CalFresh applications
- ☒ Assist and support CalFresh intake and enrollment processes.
- ☒ Assist with CalFresh retention.
- ☒ Reduce stigma and misconceptions associated with benefit use and educate potentially eligible community members about the CalFresh program and program changes. This may include events and activities such as cooking demonstrations and community garden programs to educate participants.
- ☒ Provide specialized services to reach populations with low utilization rates.
- ☒ Provide healthy foods to participants in food and meal programs with nutrition information and guidance on healthy eating, accompanied by CalFresh outreach materials and enrollment support
- ☒ Encourage clients to engage in healthy eating and exercise and assist all clients wishing to apply for CalFresh with enrollment information

C. Partnership Request Budget Form and Outreach Estimates Form

1. Please complete and attach Outreach Estimates using the form included in this packet.
2. A completed Partnership Request Budget Form must be submitted to complete the application.

Please email your application to CalFreshOutreach@co.humboldt.ca.us in Word format. Alternatively, paper versions may be submitted to CalFresh Outreach, DHHS 929 Koster Street, Eureka, CA 95501. Receipt of your application will be acknowledged.

Humboldt County CalFresh Outreach Outreach Estimates Form

DHHS would like to know the number of people you plan to reach with your proposed CalFresh Outreach partnership project. To the extent possible, please provide estimates of the numbers you hope to reach with the CalFresh messages and activities outlined below. For example, if you plan to host a senior lunch and distribute CalFresh program material to 100 participants, you might enter 100 in the total column for number 7 and 8.

Please use this section to tell us the messages you plan to deliver.

Information Dissemination/Publications/Media	Total
1. Number of possible readers of print media or articles	0
2. Number of possible viewers/listeners of non-print broadcast media*	0
3. Number of possible readers of newsletter articles, client mailers or flyers, or other agency publications	8,250
4. Web content visits (specifically CalFresh)	2,250

Use this section to tell us the number of people that will participate in your activities.

<i>Number of participants or recipients of the following</i>	Total
Healthy Eating linked to CalFresh Messages	
5. Educational materials distributed or provided directly (not counted above)	3,000
6. Educational activities, involvement, or demonstrations (gardening/ exercise/ cooking) provided	8,490
7. Food distributed or meals provided	70
Enrollment Activities and Support	
8. CalFresh educational materials distributed, benefits/requirements presented/ provided	2,250
9. Paper application provided/assisted	325
10. C-4 Yourself application assisted	75
11. DHHS visit assisted	0
12. Web site or physical address provided	750
13. Retention assisted (reports, re-certifications, etc.)	200

Use this section to tell us about special populations you will serve

Special populations	Total
Working Families	2,000
Spanish Speakers	120

*Note: Currently no television, radio or billboard advertising is permitted with CalFresh funds. Please check with DHHS if you would like to propose mass media promotion of CalFresh.

Changing Tides Family Services
Project Description Narrative
October 2016



Changing Tides Family Services is a well established, diversified, community based organization serving Humboldt County since 1975. In Spring, 2012, the agency became a CalFresh partner with the County, conducting CalFresh outreach and application assistance. The agency completed an 18-month CalFresh project on July 31, 2014, and began an additional 12-month project on August 1, 2014. Changing Tides Family Services entered into an additional 18-month project on September 1, 2015. The current 18-month project includes CalFresh outreach and application assistance, re-application and retention assistance, and education and support to the child care community including child care providers, children, and parents to encourage healthy lifestyles.

Changing Tides Family Services is in a unique position to reach out to parents, children, and child care providers to recruit and enroll CalFresh families because:

- The agency is the designated child care Resource and Referral entity for Humboldt County, and thus comes into daily contact with families looking for child care and other resources, as well as individuals who are interested in becoming child care providers. Many of these individual and families are low income. In FY 14-15, child care referrals were provided to 825 families.
- The agency continues to be the largest manager of child care subsidies in the County. As such, its staff have ongoing personal contact with approximately 543 low income families, 836 children, and approximately 457 child care providers, including licensed homes, private centers, exempt centers, and exempt providers (friends or family members who provide child care so that a parent can work or go to school). These children and providers are located in all geographic areas of the County, including outlying areas.
- Changing Tides Family Services holds a unique position to contribute to the impact of CalFresh due to its being the federal government's, United States Department of Agriculture, designated sponsor of the Child and Adult Care Food Program (CACFP) for licensed family child care homes. In this role, the agency currently works with 70 licensed family child care homes who have agreed to meet federal nutrition standards in their meal service. Changing Tides Family Services monitors these homes a minimum of three times a year through site visits, and the agency processes reimbursement to these providers for qualifying breakfasts, lunches, dinners, and snacks. In FY 14-15, the agency oversaw the delivery and reimbursement for 289,481 healthy meals and snacks served to 1,539 children.

Kerry Venegas, Executive Director | Caitlin Scown, Deputy Director

Child Care Services/Subsidies/Referrals | Special Needs Services | Mental Health Services | Parent Supports

Building upon our successes from past contracts, Changing Tides Family Services' proposal intends an 18-month continuation of many of the quantifiably successful activities in our current project. We intend to use the knowledge and experience gained in our previous projects and to further integrate CalFresh activities into our existing programs to make the best use of resources and best serve the community. We are requesting a term of 18-months, as opposed to a 12-month term, as this better allows the agency to maintain trained staff for both DHHS and Changing Tides Family Services to obtain a return on investment of recruiting and training new employees.

Our 18-month proposal has four goals:

1. *Continue direct CalFresh outreach and application assistance activities to enroll new persons and to assist with CalFresh retention*
2. *Provide additional education and support to the child care community to encourage healthy lifestyles, active-play, the choose-my-plate nutrition model, and increased usage of CalFresh*
3. *Continue program coordination to achieve goals of the CalFresh program*
4. *Continue to maintain accurate data regarding activities performed, and submit fiscal and programmatic reports to the County on a quarterly basis*

Goal 1. Continue direct CalFresh outreach and application assistance activities to enroll new persons and to assist with CalFresh retention

Assist in the completion of 400 CalFresh applications; assist 200 individuals with retention on CalFresh

The agency has had great success in previous CalFresh projects with assisting individuals and families in completing CalFresh applications. Between February 1, 2013 and September 30, 2016, Changing Tides Family Services assisted in the completion of 1,314 applications. This has been achieved through a variety of approaches that have been fine tuned over the course of our projects. These approaches include regularly tabling at community locations, tabling at local community events, particularly those that appeal to child care providers and families, outreach through the agency's lobbies, as well as outreach conducted as part of our healthy lifestyles demonstrations with family child care homes, child care centers, community playgroups and parents. The agency has trained staff and has implemented procedures to ensure the quality of the applications assisted.

For the proposed 18 month project, our goal is to assist in the completion of 400 applications: 350 paper applications and 50 through c4yourself. We will continue our successful efforts as listed above, and intend to further integrate CalFresh outreach, application and enrollment

assistance, and retention assistance efforts into our agency's existing Resource and Referral (R&R) activities. Our R&R staff provide child care referrals for working families and referrals to other community programs or resources. This staff will provide these clients a direct link to the CalFresh program by conducting pre-screening, direct application assistance, and enrollment and retention assistance. Services will be provided in both English and Spanish. Our goal is to assist 200 individuals with retention on the CalFresh program.

Goal 2. Provide additional education and support to the child care community to encourage healthy lifestyles, active-play, the choose-my-plate nutrition model, and increased usage of CalFresh

40 cooking, 45 active play, and 65 gardening demonstrations to child care providers; 30 cooking, 30 active play, and 30 gardening demonstrations to parents; quarterly resources distributed to 135 child care providers and 700 families

We have had great success in regards to providing healthy lifestyles education and support to families and the child care community. Between February 1, 2013 and September 30, 2016, CalFresh staff provided 165 cooking, 209 gardening, and 398 active play demonstrations to child care providers and the children in their care. We propose to offer 40 cooking, 45 active play, and 65 gardening demonstrations to child care providers, as well as 30 cooking, 30 active play, and 30 gardening demonstrations to parents. These demonstrations will be offered in both English and/or Spanish with the main target population being working families and Spanish speakers. These demonstrations allow for staff to promote healthy lifestyles and emphasize the use of CalFresh as a part of a healthy lifestyle.

We also propose to continue to disseminate quarterly seasonal resources to child care providers and the families in their care. These seasonal resources include seasonally appropriate active play activities, recipes, nutritional tips, and gardening activities specific to the season and Humboldt County, and CalFresh program outreach materials. Each quarter, these resources are distributed to 130 licensed family child care providers and 1,196 families.

We propose to develop and maintain gardening exhibits at our main offices to increase client's awareness of seasonal gardening and to encourage CalFresh usage. We propose to reach a minimum of 200 clients who will view the gardens and receive CalFresh and gardening resources.

We propose to develop five family-friendly events in collaboration with community partners, such as the Jefferson Community Center and United Indian Health Services-Potawat, to build awareness about CalFresh through fun and informative activities with an emphasis on supporting healthy life choices for adults and children. We propose to reach a minimum of 150 individuals who will attend events and receive CalFresh and healthy living resources.

Goal 3: Program coordination to achieve goals of the CalFresh program

To support staff members' success in their assignments and increase the likelihood of the program's success, the Resource and Referral Director will maintain clearly defined procedures, program expectations, and timelines. The Resource and Referral Director will integrate the CalFresh program activities with the R&R Division and coordinate with other programs within Changing Tides Family Services. These efforts will increase both outreach to and education of the child care community, with the goal of increased CalFresh enrollments. The Resource and Referral Director will efficiently use CalFresh resources to maximize the efforts of staff members and program activities. The Resource and Referral Director will track data and routinely monitor and assess the progress towards the goals to allow for modifications, if necessary. The Resource and Referral Director will serve as the point person at community collaborative meetings and the liaison with the County of Humboldt. This model has proven to be successful in our current project which has been headed up by the Program Services Manager.

Goal 4: Maintain accurate data regarding activities performed, and submit fiscal and programmatic reports to the County on a quarterly basis

Self-explanatory. Changing Tides Family Services has a solid track record with the County of Humboldt with regard to prompt, accurate, accountable reporting and would comply with whatever schedule of reporting and format is required. All reports throughout both projects have been submitted in a timely, accurate manner.

Scope of Work

See attached

Changing Tides Family Services values the collaboration between it and the Humboldt County Department of Health and Human Services. We appreciate the time of County personnel to review this proposal and we hope it is approved.

EXHIBIT B

SCHEDULE OF RATES/ INVOICE SCHEDULE/BUDGET

Changing Tides Family Services

CONTRACTOR agrees that the total maximum compensation cap for services performed and costs incurred under this Agreement is Two Hundred Thirty-One Thousand, Five Hundred and Two Dollars and Sixty-Two Cents (\$231,502.62), 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 summary and an itemized invoice worksheet, in the form of the itemized invoice summary and an itemized invoice, attached hereto as Attachment 1 to Exhibit B and incorporated as part of this Agreement.

The itemized invoice summary and itemized invoice worksheets 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, 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 31
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
Changing Tides Family Services

<i>Descriptions</i>	<i>Amounts</i>
A. Personnel Costs	
Title : CalFresh Activity Specialist Salary Calculation: 100% of 37.5 hrs X \$14.46/hr X 78 weeks + benefits Duties Description: Conducts CalFresh outreach, pre-screening, and application assistance; links CalFresh to nutritious food by conducting related demonstrations.	\$62,571.33
Title: CalFresh/Resource and Referral Specialist Salary Calculation: 50% of 37.5 hrs X \$14.46/hr X 78 weeks + benefits Duties Description: Conducts CalFresh outreach, pre-screening, and application assistance, as well as enrollment and retention assistance.	\$31,285.66
Title: Bilingual Resource and Referral Specialist Salary Calculation: 20% of 37.5 hrs X \$15.98/hr X 78 weeks + benefits Duties Description: Conducts CalFresh outreach, pre-screening, application assistance, and related demonstrations in Spanish; provides translation of CalFresh materials to Spanish.	\$13,507.06
Title: Program Assistant Salary Calculation: 30% of 37.5 hrs X \$11.85/hr X 78 weeks + benefits Duties Description: Acts as initial contact for onsite visitors to refer agency clients to CalFresh Specialist for screening and direct application and enrollment assistance. Maintains onsite CalFresh seasonal demonstration gardens, interacts with parents and families onsite with materials related to the CalFresh gardens such as coloring books, seed packets and/or plant starts, recipes, and growing tips related to the seasonal plantings.	\$16,214.31
Title: Resource and Referral Director Salary Calculation: 20% of 37.5 hrs X \$26.67/hr X 78 weeks + benefits Duties Description: Plans and coordinates CalFresh staff activities, workshops, and events; monitors and assesses progress towards program goals; point person for CalFresh related community meetings and collaborative meetings.	\$20,489.26
Total Personnel Costs:	\$144,067.62
B. Operational Costs	
Title: Insurance Description: Prorated share of liability coverage, Directors and Officers coverage, sexual misconduct coverage, etc. based upon the proposed program's FTE percentage.	\$2,805.00
Title: Staff Development Description: Includes registration fees for local events directly related to the CalFresh Scope of Work.	\$2,340.00
Title: Personnel Recruitment Description: Expense of advertising solely for the recruitment of above positions, if necessary.	\$3,360.00
Title: Contract Services Description: Services for which Changing Tides Family Services does not have an in-house capacity and are directly related to the agency's ability to perform activities and meet the responsibilities described in this proposed Scope of Work. Includes prorated expenses based on FTEs of the proposed project regarding software and email support for communication and materials development; computer support and security for maintaining project data and client/provider information, and prorated share of audit expenses.	\$11,460.00
Title: Leases Description: Estimated amount of leased copier and mail machine (actual amount charged will be based upon direct usage), and prorated amount of the agency's financial software lease.	\$2,925.00
Title: Rent Description: Rent expenses based upon the FTEs proposed in this program and storage space for program supplies and demonstration materials.	\$15,210.00

Title: Telephone, Utilities and Web Expense Description: Based upon an estimate using FTEs as the cost basis.	\$8,980.00
Title: Equipment Description: Share of expense for replacement of equipment, including end of life phone system and computer server, integral to performing activities and meeting the responsibilities described in this proposed Scope of Work. Based upon an estimate using FTEs as the cost basis.	\$1,200.00
Total Operational Costs:	\$48,280.00
C. Consumables/Supplies	
Title: Food/Activity Demonstration Expenses Description: Food processing supplies to be used by the CalFresh staff for demonstration purposes, food for demonstrations, materials for the CalFresh Activity Specialist for demonstration purposes.	\$7,750.00
Title: Office Expenses Description: Office supplies, paper towels, toilet paper, postage, printing/duplicating CalFresh program materials, business cards.	\$10,245.00
Total Consumable/Supplies:	\$17,995.00
D. Transportation/Travel	
Title: In-County Travel Description: Estimate based upon anticipated mileage of staff who work a substantial amount of time in the field throughout Humboldt County. Reimbursement is at the IRS rate.	\$4,680.00
Total Transportation/Travel:	\$4,680.00
E. Other Costs	
Title: Indirect Expense Description: The agency's indirect expense is approximately 8% per year, and includes expenses which cannot be directly attributable to a particular funding source. The amount is capped at 8% due to funding the agency receives from the California Department of Education. Administrative positions such as the Executive Director, Deputy Director, Finance Director, Human Resource Manager, and fiscal staff and all of their related operating expenses are part of the agency's indirect cost pool.	\$16,480.00
Total Other Costs:	\$16,480.00
Total :	\$231,502.62

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

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

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

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

Other: Indirect expenses for the project such as overhead or administrative costs. Includes anything not already covered in the budget categories above. List each expense separately.

Overhead and administrative costs may not exceed 10% of the total modified total costs, per OMB Federal Guidance.

EXHIBIT B

Attachment 1 to Exhibit B -(Program/Service)- Invoice Summary

Contractor Name
Coordinator/Contact
Address
Phone

Invoice Date: _____

Contract Term: 11/1/16 - 10/31/17

Invoice Type: 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: Social Services Finance

(707) 441-5424 • Fax: (707) 441-5590



Program Coordinator _____ Date _____

Fiscal Coordinator _____ Date _____

Budget Unit/line: _____

Attachment 1 to Exhibit B
Program/Services
Itemized Invoice Worksheet
Contractor Name _____

Invoice Date: _____

Contract Term: 7/1/16 - 6/30/17

Invoice Type: **Quarterly** _____

Invoice Period: _____

Descriptions	Amounts	Approved Budget	Remaining Balance
A. Personnel Costs			
Title: Salary and Benefits Calculation:			0.00
Duties Description:			
Title: Salary and Benefits Calculation:			0
Duties Description:			
Title: Salary and Benefits Calculation:			0
Duties Description:			
Title: Salary and Benefits Calculation:			0
Duties Description:			
Title: Salary and Benefits Calculation:			0
Duties Description:			
Title: Salary and Benefits Calculation:			0
Duties Description:			
Total Personnel:		0.00	0.00

Descriptions	Amounts	Approved Budget	Remaining Balance
B. Operational Costs (Rent, Utilities, Phones, etc.)			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Total Operating Costs:		0	0

C. Consumables/Supplies (Supplies and Consumables should be separate)			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Total Consumable/Supplies:		0	0

Descriptions	Amounts	Approved Budget	Remaining Balance
D. Transportation/Travel (Local and Out-of-County should be separate)			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Total Transportation/Travel Costs:		0	0
E. Other Costs (Indirect Costs, Contracts, etc.)			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Total Other Costs:		0	0
Invoice Total:		0.00	

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 categories without written approval by COUNTY. Indirect Costs are not allowed to exceed 10% of the total modified total costs, per OMB Federal Guidance.

Guidelines for using the Invoice Summary and Itemized Costs Worksheet templates

In an effort to help the invoicing process be as simplified as possible DHHS Financial Services has provided the attached invoice summary and itemized invoice worksheet. These documents are also available electronically and will self populate from the worksheet to the invoice. In addition below we have provided a few reminders.

- * Contractors are required to use the Invoice Summary and Itemized Worksheet. Please note these documents are available electronically in excel and pdf.
 - * Be sure to sign the invoice. Electronic submissions still need signatures.
 - * Invoice Summary and Itemized Worksheet must be submitted based on the Invoice Schedule below.
 - * Invoices may be submitted electronically to labbott@co.humboldt.ca.us
 - * Indirect costs shall not exceed Department.of.Health.and.Human.Services.negotiated.rate.
Back up documentation such as; Staff time documentation, receipts, bills or invoices, are required upon submission of the Invoice Summary and Itemized Worksheet, as well as accessible upon request. Please be sure to keep them.
 - * Budget changes must be discussed with the Director of Social Services or designee. Changes smaller than 20% of the total budget do not require prior written approval from DHHS. Any shifts in the total amount of the personnel category must be approved by DHHS.
-

- * Should you have any questions regarding the invoice summary and/or itemize invoice worksheet please feel free to contact Leslie Abbott at 707-441-5421 or e-mail at labbott@co.humboldt.ca.us

* Invoice Schedule

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



CHANG-3

OP ID: SJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/31/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CalNonprofits Insurance Svcs P.O. Box 640 Capitola, CA 95010 Sandra Johnson		CONTACT NAME: Sandra Johnson PHONE (A/C, No, Ext): 831-427-5222 FAX (A/C, No): 831-824-5047 E-MAIL ADDRESS: sandra@cal-insurance.org		
INSURED Changing Tides Family Services 2259 Myrtle Avenue Eureka, CA 95501		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Nonprofits Ins. Alliance of CA		
		INSURER B: State Comp Insurance Fund		35076
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY	X	X	2016-01971-NPO	10/06/2016	10/06/2017	EACH OCCURRENCE	\$ 1,000,000	
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	
							CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	MED EXP (Any one person)	\$ 20,000
							X Abuse/Molestation	PERSONAL & ADV INJURY	\$ 1,000,000
A	X Employee Benefits			2016-01971-NPO	10/06/2016	10/06/2017	GENERAL AGGREGATE	\$ 3,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 3,000,000	
	POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						Abuse/Mol	\$ 1,000,000	
A	AUTOMOBILE LIABILITY			2016-01971-NPO	10/06/2016	10/06/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	X ANY AUTO						BODILY INJURY (Per person)	\$	
							ALL OWNED AUTOS	BODILY INJURY (Per accident)	\$
							X HIRED AUTOS	SCHEDULED AUTOS NON-OWNED AUTOS	PROPERTY DAMAGE (PER ACCIDENT)
								\$	
A	X UMBRELLA LIAB	X		2016-01971-UMB- NPO	10/06/2016	10/06/2017	EACH OCCURRENCE	\$ 2,000,000	
	EXCESS LIAB						CLAIMS-MADE	AGGREGATE	\$ 2,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input type="checkbox"/> N/A	X	9104264-16	07/01/2016	07/01/2017	X WC STATUTORY LIMITS	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
A	Social Service			2016-01971- NPO	10/06/2016	10/06/2017	AGGREGATE	3,000,000	
	Prof. Liability						EACH OCC.	1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

County of Humboldt is Additional Insured as respects liability arising out of insured's operations. Coverage is Primary & Non-Contributory and Waiver of Subrogation applies per Forms NIACE610213 and CG20120413. Workers Compensation Waiver per Form 1021772014; 30 Days Notice of Cancellation except 10 Days for Non-Payment. Replaced Cert issued 10/27/2016.

CERTIFICATE HOLDER**CANCELLATION**

County of Humboldt
DHHS - Social Services
929 Koster Street
Eureka, CA 95501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**State Or Governmental Agency Or Subdivision Or Political Subdivision:**

Any state or political subdivision that issues a permit or authorization to the named insured.

COUNTY OF HUMBOLDT DHHS - SOCIAL SERVICES

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CHANGING TIDES FAMILY SERVICES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT
FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. SECTION II – WHO IS AN INSURED** is amended to include any public entity as an additional insured for whom you are performing operations when you and such person or organization have agreed in a written contract or written agreement that such public entity be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of, in whole or in part, by:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf; in the performance of your ongoing operations.

No such public entity is an additional insured for liability arising out of the "products-completed operations hazard" or for liability arising out of the sole negligence of that public entity.

- B.** With respect to the insurance afforded to these additional insured(s), the following additional exclusions apply.

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C.** The following is added to **SECTION III – LIMITS OF INSURANCE**:

The limits of insurance applicable to the additional insured(s) are those specified in the written contract between you and the additional insured(s), or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

- D.** With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in **c.** below; or
- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE.**
 - (e) That is any other insurance available to an additional insured(s) under this Endorsement covering liability for damages arising out of the premises or operations, or products-completed operations, for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.



ENDORSEMENT AGREEMENT

WAIVER OF SUBROGATION

BROKER COPY

REP 14

9104264-16

RENEWAL

NA

1-53-33-57

PAGE 1 OF 1

HOME OFFICE
SAN FRANCISCO

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

EFFECTIVE DECEMBER 4, 2016 AT 12.01 A.M.
AND EXPIRING JULY 1, 2017 AT 12.01 A.M.

CHANGING TIDES FAMILY SERVICES

2259 MYRTLE AVE
EUREKA, CA 95501

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING,
IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND
WAIVES ANY RIGHT OF SUBROGATION AGAINST,

COUNTY OF HUMBOLDT DHHS

WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS
POLICY IN CONNECTION WITH WORK PERFORMED BY,

CHANGING TIDES FAMILY SERVICES

IT IS FURTHER AGREED THAT THE INSURED SHALL MAINTAIN
PAYROLL RECORDS ACCURATELY SEGREGATING THE REMUNERATION
OF EMPLOYEES WHILE ENGAGED IN WORK FOR THE ABOVE
EMPLOYER.

IT IS FURTHER AGREED THAT PREMIUM ON THE EARNINGS OF SUCH
EMPLOYEES SHALL BE INCREASED BY 03%.

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

DECEMBER 7, 2016

2570

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO