

# COUNTY OF HUMBOLDT

For the meeting of: June 27, 2017

AGENDA ITEM NO.

C-24

Date: May 24, 2017

To: Board of Supervisors

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

Subject: Authorization for the DHHS-Director of Social Services to Sign Grant Agreements with Community/Family Resource Centers for CalWORKs and CalFresh Outreach and Support Activities for Fiscal Year 2017-18

## RECOMMENDATION(S):

That the Board of Supervisors:

- Approve the proposed grant agreements, totaling \$1,032,200, with the Community/Family Resource Centers (CRC/FRC) participating with CalWORKs and CalFresh outreach and support activities for fiscal year 2017-2018;
- 2. Authorize the DHHS-Director of Social Services or their designee to sign individual grant agreements with the CRC/FRC participating with CalWORKs and CalFresh outreach and support activities substantially in the form of the attached sample grant agreement upon proof of insurance;
- 3. Authorize the DHHS-Director of Social Services or their designee to amend the grant agreement as necessary for fiscal year 2017-18 after review and approval by County Counsel and Risk Management; and
- 4. Direct the Clerk of the Board to return one (1) executed Board agenda item to the DHHS-Contract Unit for transmittal to DHHS-Social Services Administration

| Prepared by, Sharon Wolff - Staff Services Analyst II CAO Ap   | pproval Thomas SX  |
|--|--|
| REVIEW:<br>Auditor County Counsel Personnel  | Risk Manager WHCh Other  |
| TYPE OF ITEM:   Consent   Departmental   Public Hearing   Other   PREVIOUS ACTION/REFERRAL:                                    | BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT<br>Upon motion of Supervisor Sundberg<br>Ayes Sundberg, Fennell, Bass, Bohn<br>Nays<br>Abstain<br>Absent Wilson |
| Board Order No. <u>D-4; E-1; E-2; E-1; D-12; C-36; C-11; C-22; C-22; C-28, C-12;</u><br>C-17                                   | and carried by those members present, the Board hereby approves the recommended action contained in this Board report.                                   |
| Meeting of: <u>3/22/05; 4/11/06; 5/22/07; 5/20/08; 5/12/09; 6/22/10; 6/14/11;</u><br>6/12/12; 6/25/13; 6/24/14, 5/5/15; 8/9/16 | Dated: June 27, 2017<br>By: June 27, 2017<br>Kathy Hayes, Clerk of the Board Anthousand  |

## SOURCE OF FUNDING: Social Services Fund

## DISCUSSION:

On March 22, 2005 (item D-4), the Board approved the plan to allow DHHS to finance child welfare improvement activities through grant funding to CRCs/FRCs. Funding to CRCs/FRCs increases the county's ability to provide situation appropriate responses to reports of child abuse and/or neglect as defined in the county's departmental differential response (DR) goals and objectives.

Since fiscal year 2007-08, DHHS has offered grant funding to eligible CRCs/FRCs from the DHHS CalWORKs allocation. CalWORKs is California's Temporary Assistance to Needy Families (TANF) program. These funds were made available to the resource centers to allow them to undertake activities to support DHHS in achieving successful implementation of its CalWORKs county plan addendum while supporting the primary goals of the TANF program which includes providing assistance to needy families in achieving unsubsidized employment so that children may be cared for in their own homes or in the homes of relatives.

Beginning fiscal year 2011-12, DHHS also has offered grant funding to the CRC/FRCs to undertake and support ongoing CalFresh outreach activities. The CalFresh program helps low-income people purchase food they need for good health. DHHS is committed to linking the CalFresh program to good nutritional practices and habits through informational outreach. The CalFresh portion of the funds supports the resource centers' participation in CalFresh outreach and nutritional education training. Staff at the various centers serves community members by assisting with CalFresh applications.

The integration of goals between CalWORK's and CalFresh allows for the most efficient use of resources in the community.

DHHS' plan for fiscal year 2017-18 is to award grants totaling \$1,032,200 to the Humboldt Network of Family Resource Centers (HNFRC), the organization that administers the CRC/FRCs for the individual locations. HNFRC has worked with the CRC/FRCs to determine the amount of funds that will be distributed to each center (see Attachment 1). With the execution of these grant agreements (Attachment 2), DHHS would like to continue funding these projects with the participating CRC/FRCs.

The requested CalWORKs and CalFresh grant funding for FY 2017-2018 of \$1,032,200 represents a 5.3% (\$51,700) increase from the FY 2016-2017 amount of \$980,500. The increase will allow for the inclusion of the Loleta Family Resource Center into the network, bringing the total number of sites to sixteen (16). There are no other site specific increases from last year's budget. This model of regionalization to provide needed and localized services throughout the county has proven to be a highly effective model that serves the geographically diverse communities well.

Therefore, DHHS-Social Services recommends the Board approves the grant agreements, totaling \$1,032,200 with the CRC/FRCs participating with CalWORKs and CalFresh outreach and support activities for fiscal year 2017-18, authorizes the DHHS-Director of Social Services or their designee to execute these grant agreements substantially in the form of the attached sample copy of the grant agreement upon proof of insurance, and authorizes the DHHS-Director of Social Services or their designee to amend the grant agreement as necessary for fiscal year 2017-18 after review and approval by County Counsel and Risk Management.

## FINANCIAL IMPACT:

The grant funding for these grant agreements will be drawn from a combination of CalWORKs and CalFresh allocations. CalFresh outreach funding for these grant agreements is included in Fund 1160 Budget Unit 511 for fiscal year 2017-18. The total amount of funding for the CalFresh outreach activities will reflect actual costs invoiced (*in conjunction with CalWORKs, not to exceed a total of \$1,032,200*). CalWORKs funding for these grant agreements is included in Fund 1160, Budget Unit 505 for fiscal year 2017-18. The total amount of funding for these grant agreements is included in Fund 1160, Budget Unit 505 for fiscal year 2017-18. The total amount of funding for the CalWORKs activities will reflect actual costs invoiced (*in conjunction with CalWORKs activities will reflect actual costs invoiced (in conjunction with CalWORKs activities will reflect actual costs invoiced (in conjunction with CalWORKs activities will reflect actual costs invoiced (<i>in conjunction with CalWORKs activities will reflect actual costs invoiced (in conjunction with CalFresh, not to exceed a total of \$1,032,200*). There is no impact to the county's General Fund.

Approving these grant agreements supports the Board's strategic framework by improving the safety and health of vulnerable populations in Humboldt County.

## **OTHER AGENCY INVOLVEMENT:**

None

## ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board can choose not to approve these grant agreements for the CalWORKs and CalFresh outreach and support activities. This is not recommended by DHHS because this funding is critical to the participating CRC/FRCs to assist them in providing valuable services in their communities.

## **ATTACHMENTS:**

- 1. List of participating Community/Family Resource Centers with the amount of CalWORKs and CalFresh outreach and support activities grant funds each center is scheduled to receive
- 2. Sample grant agreement for the CalWORKs and CalFresh outreach and support activities

## HNFRC Partner Allocation of DHHS Contract Funds Fiscal Sponsor Contact Information for FY 17-18

| Site  | Quarterly           | Total               | Site Contact          | Payable to:   | Mailing Address   |
|---|---------------------|---------------------|-----------------------|---|---|
| Arcata Family Resource Center   | \$14,225.00         | \$56,900.00         | Barbara Short         | Arcata School<br>District                             | 2400 Baldwin Street,<br>Arcata, CA 95521                                |
| Redwood Memorial Hospital,<br>Blue Lake Community Resource<br>Center    | \$12,925.00         | \$51,700.00         | Kimberli              | Redwood Memorial<br>Hospital                          | Attn: Martha Shanahan<br>2700 Dolbeer Street,<br>Eureka CA 95501        |
| Bridgeville Community Center  | \$16,475.00         | <u>\$65</u> ,900.00 | Chantal<br>Campbell   | Bridgeville<br>Community Center                       | P.O. Box 3, Bridgeville,<br>CA 95526                                    |
| Carlotta Healthy Start<br>Community Center                              | \$11,425.00         | \$45,700.00         | Lani Dibble           | Cuddeback<br>Elementary                               | P.O. Box 7, Carlotta, CA<br>95528                                       |
| Fortuna Elementary District<br>Family Resource Center                   | \$22,725.00         | \$90,900.00         | Kay<br>Chapman        | Fortuna Elementary<br>School District                 | Attn: Jennifer Goodner,<br>Business Manager<br>500 9th Street, Fortuna, |
| Hupa Family Resource Center   | \$11,425.00         | \$45,700.00         | Karen Kyle            | Hoopa Valley Tribe                                    | 82 Willow Lane<br>Hoopa, CA 95546                                       |
| Jefferson Family Resource   | \$19,475.00         | \$77,900.00         | Heidi<br>Benzonelli   | Community<br>Improvement<br>Association               | P.O. Box 5315<br>Eureka, CA 95502                                       |
| Redwood Memorial Hospital,<br>Loleta Community Resource<br>Center       | \$12,925.00         | \$51,700.00         | Marina<br>Cortez-Hash | Redwood Memorial<br>Hospital                          | Attn: Martha Shanahan<br>2700 Dolbeer Street,<br>Eureka CA 95501        |
| Manila Family Resource Center   | \$18,225.0 <u>0</u> | \$72,900.00         | Bryan Little          | Redwood Coast<br>Montessori                           | P.O. Box 6103<br>Eureka, CA 95501                                       |
| Marshall Family Resource<br>Center                                      | \$18,975.00         | \$75,900.00         | Carolyn<br>Albee      | Eureka City Schools                                   | 2100 J Street<br>Eureka, CA 95501                                       |
| Mattole Valley Community<br>Resource Center                             | \$14,725.00         |                     |                       | Lost Coast Camp                                       | Attn: Gabrielle Cohen<br>PO Box 110, Petrolia, CA<br>95558              |
| McKinleyville Community<br>Collaborative                                | \$20,225.00         |                     | Robin Baker           | McKinleyville<br>Community<br>Collaborative           | P.O. Box 2668<br>McKinleyville, CA 95519                                |
| Redwood Memorial Hospital,<br>Rio Dell Community Resource<br>Center     | \$12,925.00         | \$51,700.00         | ) Sara Faught         | Redwood Memorial<br>Hospital                          | Attn: Martha Shanahan<br>2700 Dolbeer Street,<br>Eureka CA 95501        |
| South Bay Union School<br>District Healthy Start                        | \$16,975.00         | \$67,900.00         | Deanna<br>) Moran     | South Bay Union<br>School District<br>Healthy Start   | Attn: Healthy Start<br>5230 Vance Avenue<br>Eureka, CA 95503            |
| Southern Humboldt Family<br>Resource Center                             | \$21,475.00         | \$85,900.00         | Amy                   | Southern Humboldt<br>Community<br>Healthcare District | 733 Cedar Street<br>Garberville, CA 95542                               |
| Redwood Memorial Hospital,<br>Willow Creek Community<br>Resource Center | \$12,925.00         | \$51,700.00         | Tamara<br>) Jenkinson | Redwood Memorial<br>Hospital                          | Attn: Martha Shanahan<br>2700 Dolbeer Street,<br>Eureka CA 95501        |
| Total   | \$243,825.00        | \$1,032,200.00      | )                     |   |   |

## GRANT AGREEMENT BY AND BETWEEN COUNTY OF HUMBOLDT AND [NAME OF GRANTEE]

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and \_\_\_\_\_\_ [Name of Fiscal Agent]\_\_\_\_\_, a California \_\_\_\_\_\_ [type of business]\_\_\_\_\_, Fiscal Agent on behalf of [Name of FRC/CRC], hereinafter referred to as "GRANTEE," is made upon the following considerations:

#### RECITALS

WHEREAS, COUNTY finds that there is an ongoing need in the community for collaborating with local Community/Family Resource Centers; and

WHEREAS, COUNTY has developed goals and objectives that are consistent with its vision, mission and principles, and these objectives include assisting the Community/Family Resource Centers in improving the health and well-being of families in Humboldt County; and

WHEREAS, COUNTY finds that there is a need for community involvement towards employment and nutrition support, as well as child abuse and neglect prevention and early intervention services, and

WHEREAS, GRANTEE has requested funding for a project that is consistent with the goals and objectives of the COUNTY, to wit: "CalWORKs Outreach and Support," and

WHEREAS, GRANTEE has requested funding for a project that is consistent with the goals and objectives of the COUNTY, to wit: "CalFresh Outreach and Support," and

WHEREAS, COUNTY has found that a public purpose will be served by the projects upon which these funds will be expended, through meeting the need to assist the Community/Family Resource Centers in improving the health and well-being of Humboldt County families and children, and has approved the request and is willing to fund the projects on the terms and conditions set forth herein.

WHEREAS, GRANTEE has the resources and legal standing to support the Community/Family Resource Centers as their fiscal agent, and

WHEREAS, COUNTY would like to provide funding for GRANTEE'S projects for fiscal year 2017-18.

NOW THEREFORE, the parties hereto mutually agree as follows:

#### 1. PROJECT DESCRIPTIONS

GRANTEE shall utilize the grant funds to assist with projects that will:

- A. Allow the center to explore, plan, and implement service improvements and community-based service integration strategies in collaboration with the Department of Health and Human Services.
- B. Collaborate with the Department of Health and Human Services staff on service delivery activities.
- C. Continue to provide prevention services to families, children and individuals at risk.
- D. Perform the specific activities/tasks to be carried out as outlined in Exhibit A, which include the measurable objectives and deliverables attached hereto and incorporated herein.

## 2. <u>TERM</u>:

This Agreement shall begin on July 1, 2017 and shall remain in full force and effect until June 30, 2018 unless sooner terminated as provided herein.

#### 3. TERMINATION:

- A. <u>Breach of Contract</u>. If, in the opinion of COUNTY, GRANTEE 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. <u>Without Cause</u>. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice to GRANTEE. Such notice shall state the effective date of the termination.
- C. <u>Insufficient Funding</u>. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide GRANTEE seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. <u>Compensation Upon Termination</u>. In the event of any termination of this Agreement, GRANTEE 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 GRANTEE.

## 4. <u>COMPENSATION</u>:

A. <u>Grant Funds</u>. COUNTY agrees to pay GRANTEE a sum not to exceed (insert \$ amount for full allocation of FRC) for fiscal year 2017-18 to cover GRANTEE'S costs in carrying out the "CalWORKs Outreach and Support" and "CalFresh Outreach and Support" projects. Costs for labor and materials for each funding source will be for fiscal year 2017-18 as set forth in the Budget attached hereto as Exhibit B and incorporated by reference.

B. <u>Additional Services</u>. Any additional services not otherwise provided for herein shall not be provided by GRANTEE, 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 GRANTEE. GRANTEE shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which GRANTEE estimates that the maximum dollar amount will be reached.

#### 5. PAYMENT:

GRANTEE will submit an invoice for receipt of project funding to the COUNTY within thirty (30) days after execution of the agreement and for each following quarter of fiscal year 2017-18.

COUNTY will pay GRANTEE (Insert \$ amount for 25% of total allocation) within thirty (30) days of the date of the initial invoice and each subsequent quarterly invoice for fiscal year 2017-18. All invoices submitted by GRANTEE shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS – Financial Services Division Attention: Fiscal Analysts for CW/CalFresh 507 F Street, CB Unit Eureka, CA 95501

#### 6. <u>NOTICES</u>:

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: Director                    |
|         | 929 Koster St.                         |
|         | Eureka, CA 95501                       |

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

#### 7. <u>REPORTS</u>:

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

#### 8. <u>RECORD RETENTION AND INSPECTION:</u>

- A. <u>Maintenance and Preservation of Records</u>. GRANTEE 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. <u>Inspection of Records</u>. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of GRANTEE, and its subGRANTEEs, 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. GRANTEE 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. GRANTEE 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. <u>Audit Costs</u>. 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 GRANTEE's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

#### 9. MONITORING:

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

#### 10. CONFIDENTIAL INFORMATION:

A. <u>Disclosure of Confidential Information</u>. In the performance of this Agreement, GRANTEE may receive information that is confidential under local, state or federal law. GRANTEE hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections

827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

B. <u>Continuing Compliance with Confidentiality Laws</u>. 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. <u>Nondiscriminatory Delivery of Social Services</u>. In connection with the execution of this Agreement, GRANTEE, and its subGRANTEEs, shall not unlawfully discriminate in the administration of public assistance and social services programs. GRANTEE hereby assures that no person shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving local, state or federal financial assistance because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service or any other classifications protected by local, state or federal laws or regulations. COUNTY reserves the right to monitor the GRANTEE's provision of services in order to ensure compliance with the requirements of this section.
- B. <u>Professional Services and Employment</u>. In connection with the execution of this Agreement, GRANTEE, and its subGRANTEEs, 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. <u>Compliance with Anti-Discrimination Laws</u>. GRANTEE further assures that it, and its subGRANTEEs, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States 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:

GRANTEE certifies by its signature below that it is not a Nuclear Weapons GRANTEE, in that GRANTEE is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. GRANTEE agrees to notify COUNTY immediately if it becomes a Nuclear Weapons GRANTEE as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if GRANTEE subsequently becomes a Nuclear Weapons GRANTEE.

#### 13. DRUG-FREE WORKPLACE:

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

- A. <u>Drug-Free Policy Statement</u>. 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. <u>Drug-Free Awareness Program</u>. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:
  - 1. The dangers of drug abuse in the workplace;
  - 2. GRANTEE's policy of maintaining a drug-free workplace;
  - 3. Any available counseling, rehabilitation and employee assistance programs; and

- 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. <u>Drug-Free Employment Agreement</u>. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:
  - 1. Receive a copy of GRANTEE's Drug-Free Policy Statement; and
  - 2. Agree to abide by the terms of GRANTEE's Drug-Free Policy as a condition of employment.
- D. <u>Effect of Noncompliance</u>. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and GRANTEE may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if GRANTEE violates the certification by failing to carry out the above-referenced requirements.

#### 14. HOLD HARMLESS AND INDEMNIFICATION:

#### [Use for all non-government and non-public entities and delete following alternate provision.]

- A. CONTRACTOR shall indemnify, defend and hold harmless COUNTY and its officers, officials, employees, and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which are caused by any negligent or willful acts of misconduct or omissions (either directly or through or by its officers, agents or employees) in connection with CONTRACTORS duties and obligations under this Agreement and any amendments hereto.
- B. County shall indemnify, defend and hold harmless GRANTEE and its officers, officials, employees, and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which are caused by any negligent or willful acts of misconduct or omissions (either directly or through or by its officers, agents or employees) in connection with COUNTY'S duties and obligations under this Agreement and any amendments hereto.
- C. Notwithstanding Paragraphs a and b, in the event that GRANTEE and COUNTY are both held to be negligently or willfully responsible, GRANTEE and COUNTY will bear their proportionate share of liability as determined in any such proceeding. Each side will bear their own costs and attorney fees.
- D. Acceptance of insurance required by this Agreement does not relieve GRANTEE from liability under this indemnification clause. This indemnification clause will apply to all damages or claims for damages suffered by GRANTEE'S operations regardless if any insurance is applicable or not.

# 14. <u>HOLD HARMLESS AND INDEMNIFICATION</u> [Use for all government and public entities (public schools, universities; service districts, etc.) and delete preceding alternate provision.]

Pursuant to Government Code section 895.4, the parties to this Agreement shall indemnify, defend and hold harmless the other parties hereto and their officers, agents, and employees, from any and

all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which arise by the virtue of its negligent or willful acts of misconduct or omissions (either directly or through or by its officers, officials, employees, or volunteers) in connection with its duties and obligations under this Agreement and any amendments, except such loss or damage which was caused by the sole negligence or willful misconduct of either party.

#### 15. INSURANCE REQUIREMENTS:

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

- A. <u>General Insurance Requirements</u>. Without limiting GRANTEE's indemnification obligations provided for herein, GRANTEE shall, and shall require that all subGRANTEEs hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of GRANTEE, its agents, officers, directors, employees, licensees, invitees, assignees or subGRANTEEs:
  - 1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one 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.
  - 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, officients, employees and volunteers.
- B. <u>Special Insurance Requirements</u>. 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 GRANTEE. 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 insureds clause.
- 2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that GRANTEE shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
- 3. The inclusion of more than one 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, GRANTEE's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to GRANTEE's insurance and will not be used to contribute therewith.
- 5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
- 6. GRANTEE shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If GRANTEE does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and GRANTEE agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to GRANTEE under this Agreement.
- 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and GRANTEE shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

C. <u>Insurance Notices</u>. 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

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

#### 16. <u>RELATIONSHIP OF PARTIES</u>:

It is understood that this is an Agreement by and between two (2) independent GRANTEEs and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that GRANTEE shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. GRANTEE shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subGRANTEEs.

## 17. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

GRANTEE agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the services covered by this Agreement, including, but not limited to, the applicable local System of Care provisions set forth in Exhibit C – Local System of Care, which is attached hereto and incorporated herein by reference. GRANTEE 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 GRANTEE.

#### 21. <u>SEVERABILITY</u>:

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 GRANTEE in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by GRANTEE 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 GRANTEE. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and GRANTEE shall promptly refund, any funds disbursed to GRANTEE which, 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:

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

#### 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 GRANTEE shall become the property of COUNTY. However, GRANTEE may retain copies of such documents and information for its records. In the event of termination of this Agreement, for any reason whatsoever, GRANTEE 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. GRANTEE shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to Director.

#### 31. SUBCONTRACTS:

GRANTEE 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. GRANTEE shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

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

GRANTEE does not waive its sovereign immunity or consent to suit in any court except as expressly stated in this section and subject to the limitations and considerations stated in this section.

- A. <u>Limited Waiver and Consent to Suit</u>: GRANTEE waives its sovereign immunity and consents to suit as to "Covered Claims" as defined in Section (A)(2) below. GRANTEE's governing body has executed a formal Resolution of Limited Waiver of Sovereign Immunity which is attached hereto as Exhibit D.
  - 1. <u>Conditions and Limitations</u>: This waiver and consent is subject to the following conditions and limitations:
  - <u>Covered Claims</u>: This waiver and consent only applies to claims by COUNTY that GRANTEE has violated any provision of this AGREEMENT or that seeks to resolve a dispute concerning the interpretation, implementation or enforcement of this AGREEMENT. It does not include tort claims, claims for exemplary or punitive damages, or any other claims not sounding in contract.
  - 3. <u>Covered Claimants</u>: This waiver and consent only applies to COUNTY, and not to any other person, entity, including any commercial or governmental entity, or group.
  - 4. <u>Covered Courts</u>: This consent to suit only applies to the California State Courts in Humboldt County, and appropriate state appellate courts. GRANTEE does not consent to suit in any other court.
  - 5. <u>Remedies</u>: This waiver and consent is specifically limited to an award of monetary damages constituting a reimbursement of funds for obligations not performed by GRANTEE under the terms of this AGREEMENT, and/or specific performance to compel enforcement of this AGREEMENT. This waiver of immunity specifically does not allow for recovery of attorneys fees or other costs associated with litigation of Covered Claims.
  - 6. <u>Duration</u>: Notwithstanding any applicable statute of limitations or other law, this limited waiver shall be enforceable only for such period as this AGREEMENT remains in effect, and only as to claims arising during the effective period of this AGREEMENT, except that this limited waiver of sovereign immunity shall remain effective for any proceeding then pending and all appeals therefrom until the underlying legal claim or claims have been finally determined.

## 40. FAITH-BASED ORGANIZATIONS (as applicable)

GRANTEE shall not engage in inherently religious activities (such as worship, religious instruction, or proselytization), or otherwise exert any religious influence whatsoever, as part of the programs or services funded under this Agreement. If GRANTEE conducts such activities, the activities must be offered separately, in time and location, from the programs or services funded under this Agreement,

and participation must be voluntary with respect to any individual(s) who have been referred to GRANTEE by COUNTY under the terms of the Agreement.

#### 41. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

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

#### [GRANTEE'S NAME]:

| By:    | <br>Date: |
|--------|-----------|
| Name:  |           |
| Title: |           |

## **APPROVED FOR COUNTY:**

By:

Date:

(Authorized Signature)

Stephanie Weldon (Print Name)

Director, Social Services, Humboldt County Department of Health and Human Services (Title)

Authorized Signature Pursuant to the Authority Delegated by the Board of Supervisors on:

**Board Order Number:** 

## LIST OF EXHIBITS:

Exhibit A – Scope of Services Exhibit B – Budget Exhibit C – Local System of Care

## Exhibit A FAMILY/COMMUNITY RESOURCE CENTER-GRANTEE Performance Work Statement and Scope of Work For \_\_\_\_\_

GRANTEE, will provide a comprehensive and coordinated range of social, health and family strengthening services designed to preserve, support and improve the lives of children, families and individuals living in the area served by this Family/Community Resource Center (FRC/CRC). Services will be provided in three population specific programs that reflect the COUNTY program with which the GRANTEE is collaborating: CalWORKs/Welfare-to-Work, Temporary Assistance for Needy Families and CalFresh.

## **GENERAL RESPONSIBILITIES:**

#### GRANTEE

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

1. Communicate clearly and consistently with COUNTY regarding service delivery, barriers to achievement and progress toward stated outcomes.

2. Remain available to attend regularly scheduled meetings and trainings or planning activities as these arise.

3. Allow use of the FRC/CRC facility by COUNTY employees as needed (subject to its availability) and upon at least 48 hours' notice for purposes including meetings and parent/child visitation.

4. Conduct community outreach activities to engage families, children and individuals in services related to the program specific activities set out below.

5. Regularly research and maintain updated information regarding housing resources and provide this information to COUNTY within one week of identification of resources.

6. Assist participants in all programs to locate and secure housing as requested by participants or COUNTY.

7. Support the continued implementation of COUNTY's evidence-based practices approaches by applying these principles during the course of service provision.

8. Maintain files in accordance with confidentiality and privacy laws and report outcomes as set forth in the program-specific descriptions below.

9. Provide and encourage voluntary client completion of the Standards of Quality Participant survey at a time to be determined by GRANTEE but at least once during the term of the Agreement. Completed

surveys should be mailed within one month of completion to COUNTY at the address for Notices set forth in this Agreement.

10. Assist the COUNTY to explore and develop service ideas and outcomes for the 2017-18 fiscal year beyond those outlined in this Scope of Work.

#### COUNTY

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

1. Payment of grant funds in accordance with the payment schedule set out in this Agreement.

2. Collaborate with GRANTEE to explore and develop service ideas and goal activities beyond those outlined in this Scope of Work.

3. Summarize FDM data provided by the FRC/CRC in an overarching report to be provided to stakeholders semi-annually.

4. Provide adequate staffing when COUNTY is using the FRC site for its activities.

## PROGRAM-SPECIFIC RESPONSIBILITIES:

In addition to the general responsibilities outlined above, **GRANTEE** will provide specific services and track outcomes in connection with COUNTY's CalWORKs, TANF and CalFresh programs as set forth below.

## CalWORKs and Welfare-to-Work

In an effort to increase work activity participation rates among participants in the CalWORKs program and reduce sanction rates in that program, **GRANTEE** will do the following:

1. Identify additional locations willing to serve as training sites for participants in the COUNTY's CalWORKs Work Experience or Community Service programs. Related activities include:

1.1. Educating potential site regarding the benefit of site participation.

1.2 Notifying COUNTY of barriers in identifying or recruiting potential sites.

1.3 Linking potential sites with the relevant COUNTY employee(s) for negotiation and site development.

1.4. Meeting with COUNTY CalWORKs Employment staff at least once each reporting period, as arranged by COUNY, to coordinate services and exchange information regarding work sites, training needs and program progress.

2. Researching and reporting to COUNTY quarterly regarding employment opportunities in the community using a format provided by COUNTY.

3. Cooperate with COUNTY service providers in delivering the services established in COUNTY's CalWORKs County Plan, including but not limited to Public Health Nurses and Mental Health Clinicians.

4. Assist COUNTY CalWORKs staff in activities designed to increase participation in work activities and mitigate or eliminate employment barriers. Activities may include:

4.1 Assisting COUNTY staff to conduct community and client outreach activities;

4.2 Identifying new work activities and employment opportunities;

4.3 Assisting participants to locate support services related to job-readiness, life skills development, transportation, child care and other barriers to successful employment.

4.4 Assisting participants, in collaboration with COUNTY CalWORKs staff, to meet work participation goals by facilitating work experiences (WEX) activities at the FRC/CRC or in the community.

4.5 Allow participants to use to GRANTEE's computers, office equipment and instructional material in support of work activity requirements toward the goal of improved work participation rates. GRANTEE will provide written verification to COUNTY accounting for the amount of time the participant utilized such resources toward work eligible activities at the site.

3. Submit a quarterly report of CalWORKs activities during the reporting period that include:

- 3.1 The number of work training sites and activities identified
- 3.2 The number of individuals assisted to participate in CalWORKs employment activities
- 3.3 The number of appropriate employment opportunities identified in the community

3.4 Work Participation Rate activities.

4. Communicate with the assigned CalWORKs case worker regarding specific client progress.

**COUNTY** will do the following:

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

#### Temporary Assistance to Needy Families (TANF)

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

- In response to referrals received from COUNTY, provide services to children and families at risk of abuse and neglect. Children/families living in remote areas of Humboldt County (defined as a driving time of 30 minutes or more from the city of Eureka) and families with children five years or younger will be given priority. Services will include:
  - 1.1. Center-based and in-home parent education.
  - 1.2 Assistance in meeting basic needs (which may include referrals to community resource for food, utility assistance and other basic necessities.)
  - 1.3 Mental health support in the form of referrals to counseling, domestic violence services and/or AOD
- 2. GRANTEE will use the Family Development Matrix (FDM) or similar data outcome system with participating families for the purpose of evaluating client outcomes. Data will be collected at initial assessment and on one subsequent occasion six months thereafter.
  - 2.1 GRANTEE will demonstrate an increase the number of families completing an initial assessment by 10% over the previous fiscal year.
  - 2.2 GRANTEE will demonstrate an increase in the number of families completing a subsequent assessment by 10% over the previous fiscal year.
  - 2.3 GRANTEE will compile collected data in a format provided by COUNTY or will allow COUNTY access to the collected data for purpose of compilation.
  - 2.4. At a minimum, assessment data will be collected regarding the following eleven outcome indicators:
    - a. Employment
    - b. Career Goals
    - c. Child Nutrition
    - d. Supervision
    - e. Appropriate Development
    - f. Nurturing
    - g. Parenting Skills
    - h. Support Systems
    - i. Substance Abuse
    - j. Risk of Emotional or Sexual Abuse
    - k. Emotional Well-Being or Sense of Life Value
- 3. Provide semi-annual and annual reports which include:

3.1. Number of service referrals received from COUNTY.

3.2. Number of service contacts (defined as any contact between the GRANTEE and a participating individual or family.)

3.3 Nature of services provided in each contact.

**COUNTY** will do that following:

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

#### CALFRESH

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

1. Identify potentially eligible community members and assist with the application for CalFresh benefits.

2. Educate potential applicants regarding program use to correct misperceptions regarding benefits and facilitate activities designed to reduce the associated stigma. These will include are not limited to:

2.1 Cooking demonstrations

2.2 Community garden presentations and activities.

3. Provide nutritional information and guidance accompanied by outreach materials and enrollment support.

4. Provide office space and a designated time or times for COUNTY's use in presenting nutrition education events.

5. Submit quarterly reports in a format approved by COUNTY.

## Exhibit B

## (Insert Name of Resource Center here) Fiscal Year 2017-2018

## CalWORKs/Temporary Assistance for Needy Families (TANF) & CalFresh Outreach and Support Budget Request Form

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

| XX % | XX% | VI. Total            | S xx,xxx |
|------|-----|----------------------|----------|
|      |     | <b>Program Costs</b> |          |

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

## EXHIBIT C LOCAL SYSTEM OF CARE [GRANTEE's Name] Fiscal Year 2017-2018

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

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

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