

COUNTY OF HUMBOLDT

AGENDA ITEM NO.

For the meeting of: July 24, 2018

Date:

June 4, 2018

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 in the amount of \$239,746.06; 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 Appolonia Coan	CAO Approval Contractor
REVIEW: Auditor County Counsel Personnel Personnel	Risk Manager Other
TYPE OF ITEM: Consent Departmental Public Hearing Other PREVIOUS ACTION/REFERRAL:	Ayes Bass, Fennell, Sund berg, Bohn, wilson Nays Abstain Absent
Board Order No. <u>C-12, C-17, D-6</u> Meeting of: <u>1/29/13, 8/12/14, 9/22/15</u>	and carried by those members present, the Board hereby approves the recommended action contained in this Board report. Dated: 7/24/18 By: Kathy Hayes, Clark 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 have encouraged counties to work with community partners to help reach and inform community members who might be eligible for CalFresh benefits. Partnering with community based organizations is not only consistent with DHHS's general approach and strategic plan; it is key to DHHS' goal of providing integrated, place-based and holistic services. Continuing work through outreach partnerships with community-based organizations has led to a significant increase in CalFresh enrollment within the county and throughout the state and nation.

Therefore, DHHS recommends that the Board approve and authorize the Chair to execute this Agreement and direct the Clerk of the Board to return two executed copies of the Agreement to the DHHS-Social Services Administration. 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 \$239,746.06 for the period of September 1, 2018 thru February 29, 2020 (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 fiscal year 2018-19 of \$133,192.25. The remainder of the agreement \$106,553.81 will be included in the proposed budget for the fiscal year 2019-20. 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 <u>24</u> day of <u>July</u>, 2018, 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 agency, 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 a qualified professional organization to provide community outreach services designed to increase the utilization of the CalFresh program by eligible households in order to improve the health and economic stability of families and individuals in Humboldt County; and

WHEREAS, such work involves the performance of professional services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR represents that it is adequately trained, skilled, experienced and 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 and Exhibit B – CalFresh Outreach Proposal, 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."

TERM:

This Agreement shall begin on September 1, 2018 and shall remain in full force and effect until February 29, 2020, unless sooner terminated as provided herein.

3. <u>TERMINATION</u>:

A. <u>Breach of Contract</u>. 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. <u>Without Cause</u>. 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. <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 CONTRACTOR 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, 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. <u>COMPENSATION</u>:

- 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 Hundren Thirty-Nine Thousand Seven Hundred Forty Six Dollars and Six Cents (\$239,746.06). 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. Under no circumstances shall the maximum compensation cap exceed the amount of Two Hundren Thirty-Nine Thousand Seven Hundred Forty Six Dollars and Six Cents (\$239,746.06).
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit C CalFresh Outreach Budget, which is attached hereto and incorporated herein by reference. Any shifts in funds to or from the personnel category of the budget must be approved in writing by COUNTY. CONTRACTOR may shift up to twenty percent (20%) of the budgeted amounts between all other categories without written authorization from COUNTY. Indirect Costs are not allowed to exceed ten percent (10%) of the total modified costs per the federal Office of Management and Budget's Uniform Administrative Requirements.
- 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. <u>PAYMENT</u>:

Quarterly and Final Invoices. CONTRACTOR shall submit to COUNTY quarterly and final invoices, itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement during the applicable invoice period as set forth in Exhibit D – CalFresh Outreach Invoicing Guidelines, which is attached hereto and incorporated herein by reference. Invoices submitted

pursuant to the terms and conditions of this Agreement shall be prepared using the COUNTY's standard CalFresh invoice form, which is attached hereto as Exhibit E – CalFresh Outreach Invoice Worksheet and Summary Form and incorporated herein by reference.

Quarterly and Final Invoice Summaries. CONTRACTOR shall submit to COUNTY quarterly and final invoice summaries itemizing the total costs incurred in each budget category during the applicable invoice period as set forth in Exhibit D – CalFresh Outreach Invoicing Guidelines. Invoice summaries submitted pursuant to the terms and conditions of this Agreement shall be prepared using COUNTY's standard CalFresh invoice summary form, which is attached hereto as Exhibit E – CalFresh Outreach Invoice Worksheet and Summary Form and incorporated herein by reference.

A. Submission of Quarterly and Final Invoices and Invoice Summaries. All quarterly and final invoices and invoice summaries submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS – Social Services

Attention: Fiscal

507 F St.

Eureka, California 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: Appolonia Coan, Staff Services Analyst

929 Koster St.

Eureka, California 95501

CONTRACTOR: Changing Tides Family Services

Attention: Pam Manning, Resource and Referral Director

2259 Myrtle Avenue Eureka, California 95501

7. REPORTS:

- A. General reporting Requirements. 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.
- B. Quarterly and Final Project Reports. CONTRACTOR shall submit quarterly and final project reports as set forth in Exhibit F CalFresh Outreach Reporting Guidelines, which is attached hereto and incorporated herein by reference. Any and all quarterly and final project reports submitted pursuant to terms and conditions of this Agreement shall be prepared using COUNTY's standard CalFresh quarterly and final report forms, which are attached hereto as Exhibit G CalFresh Outreach Quarterly Project Report Form and Exhibit H CalFresh Final Project Report Form and incorporated herein by reference.

C. <u>Submission of Quarterly and Final Project Reports</u>. All Quarterly and final project reports submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS - Social Services

Attention: Appolonia Coan, Staff Services Analyst

929 Koster Street

Eureka, California 95501

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 pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least five (5) years from the date of final payment hereunder, 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. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.
- B. <u>Inspection of Records</u>. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, 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 the date of final payment thereunder. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other 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, without limitation, the costs of administering this Agreement.
- C. <u>Audit Costs</u>. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein 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 CONTRACTOR's.

10. CONFIDENTIAL INFORMATION:

- 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 local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy 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 regulations or standards.

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 services provided hereunder in order to ensure compliance with the requirements of this provision.
- B. <u>Professional Services and Employment</u>. 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 Executive 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 Sections 8101, et seq. of the California Code of Regulations are incorporated into this as if set forth in full.

12. <u>NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:</u>

By executing this Agreement, CONTRACTOR certifies 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. <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. CONTRACTOR's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation and employee assistance programs; and

an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) 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 and its agents, officers, officials, 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 and 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 and 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 (1) insured shall not operate to impair the rights of one (1) 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 (1) 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 shall not affect coverage provided to COUNTY or 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 available 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. <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

Attention: Risk Management 825 Fifth Street, Room 131 Eureka, California 95501

CONTRACTOR: Changing Tides Family Services

Attention: Pam Manning, Resource and Referral Director

2259 Myrtle Avenue Eureka, California 95501

16. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities 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 provided pursuant to the terms and conditions of 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, standard, 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 either party 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, COUNTY determines 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. <u>AMENDMENT</u>:

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 this Agreement is terminated, 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 pursuant to the terms and conditions of this Agreement. Any and all

subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security and confidentiality requirements set forth 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 3(D) – 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 (1) 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 their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, 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 FAMIL	Y SERVICES:
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Exhibit H- CalFresh Outreach Final Project Report Form

By: Date: Date:
Name: Kerry Venegos
Title: Executive Director
By: July Sudle Date: 6/15/18
Name: CWN(e Judbers
Title Eugenment Eugenment Cer Dir.
COUNTY OF HUMBOLDT:
By: Ryan Sundberg Chair, Humboldt County Board of Supervisors Date: 7/24/18
INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:
By: Risk Analyst Date: 6(22/18
LIST OF EXHIBITS:
Exhibit A – Scope of Services Exhibit B – CalFresh Outreach Proposal Exhibit C – CalFresh Outreach Budget Exhibit D – CalFresh Outreach Invoicing Guidelines
Exhibit E – CalFresh Outreach Invoicing Guidelines Exhibit E – CalFresh Outreach Reporting Guidelines Exhibit F – CalFresh Outreach Reporting Guidelines Exhibit G – CalFresh Outreach Quarterly Project Report Form

EXHIBIT A SCOPE OF SERVICES

CHANGING TIDES FAMILY SERVICES

CONTRACTOR shall provide community outreach services designed to increase participation in the CalFresh program by eligible households in order to improve the health and economic stability of families and individuals in Humboldt County.

1. SERVICES:

- A. <u>Community Outreach Services</u>. CONTRACTOR shall Provide the CalFresh community outreach services set forth in Exhibit B CalFresh Program Outreach Proposal regarding utilization of the CalFresh Program. The CalFresh community outreach services provided pursuant to the terms and conditions of this Agreement shall include, without limitation, all of the following:
 - 1. Assistance with the preparation and submission of CalFresh applications.
 - 2. Assistance with the CalFresh intake and enrollment processes.
 - 3. Assistance with CalFresh retention.
 - 4. Provision of informational events and activities, including, without limitation, cooking demonstrations and community garden programs, that are designed to reduce the stigma associated with the CalFresh program and encourage utilization thereof.
 - 6. Provision of healthy foods and guidance on healthy eating, including, without limitation, providing nutritional information and CalFresh outreach materials, to participants in local food and meal programs.
 - 5. Development and implementation of a service provision plan in order to ensure that specialized community outreach services are provided to populations with low CalFresh participation rates.
 - 7. Promotion of healthy eating and exercise practices throughout Humboldt County.
- B. <u>Coordination Services</u>. CONTRACTOR shall designate a contact liaison to communicate, and coordinate the provision of the community outreach services set forth in Exhibit B CalFresh Program Outreach Proposal, with the CalFresh program.

2. PLACE OF PERFORMANCE:

CONTRACTOR will provide the community outreach services set forth Exhibit B – CalFresh Program Outreach Proposal at various locations throughout Humboldt County.

EXHIBIT B

CALFRESH OUTREACH PROPOSAL

CHANGING TIDES FAMILY SERVICES





CalFresh Outreach Guidelines for Fiscal Year 2018-19

Federal and State funding for CalFresh Outreach has created an opportunity for community-based organizations and the Humboldt County Department of Health & Human Services (DHHS) to partner in improving the health of our community. Funding is available again this year to community-based organizations for outreach, education and application assistance.

The overarching goal of the CalFresh program is to improve the health and well-being of families and individuals in Humboldt County. Reliable access to nutritious food is essential for overall health and is important in the prevention of chronic diseases. The objectives of the outreach program and this funding are to:

- increase awareness of and enrollment in CalFresh,
- reduce barriers to CalFresh enrollment and retention, and
- increase awareness and adoption of healthy food and life choices that improve wellness and prevent chronic disease.

There are still many potentially eligible residents who have not applied for CalFresh benefits and there are many CalFresh participants who do not maintain enrollment. DHHS is focused on increasing CalFresh enrollment and retention and is interested in partnering with community-based organizations willing to join the effort.

DHHS would like to partner with community-based organizations that can help with the following efforts.

- Support enrollment and retention processes with information, pre-screening, direct application and enrollment assistance, and retention assistance.
- Educate community members about CalFresh and program changes.
- Reduce barriers to enrollment, including stigma, fear, language/literacy, and others.
- Reach populations with low CalFresh Participation Rates(such as working families, seniors, persons in recovery, persons with limited literacy or ability to speak/read English, transitional aged foster youth, and the homeless).
- Link CalFresh to access to nutritious food and provide CalFresh-related nutrition information and guidance, including how to shop for and cook with nutritious foods on a budget.

DHHS will consider a partnership request at any time during the fiscal year and the activity time frames for requests do not have to fall completely within the fiscal year. Requests can span fiscal years.

Application assistance and direct enrollment support is DHHS's highest priority. Priority will be given to proposals that focus on application assistance, intake and enrollment support and retention support.

A complete partnership request includes a completed FY 2018-19 Partnership Request Form, Outreach Estimates Form, Partnership Request Budget Form, and narrative as outlined on the request form.

Interested? Please read the contractor guidelines below and complete and return the attached CalFresh Outreach Partnership Request Form, with attachments, electronically to CalFreshOutreach@co.humboldt.ca.us or paper copies to CalFresh Outreach DHHS 929 Koster St., Eureka, CA 95501.

Application process and application and outreach partner program questions can be answered by the CalFresh Outreach Analyst at (707) 476-4760 or by emailing CalFreshOutreach@co.humboldt.ca.us.

CalFresh Outreach Contractor Guidelines

Here are the steps to a successful CalFresh Outreach contract with DHHS:

	Process	Timing
Step 1	Organization submits a Partnership Request Form, project description, Outreach Estimates Form, and Partnership Request Budget Form to DHHS	Any time
Step 2	DHHS reviews all requests. Organizations may be contacted with questions or suggested revisions. A meeting or site visit may be requested.	Two to four weeks
Step 3	Once approved contracts are developed and emailed to partner organizations. The organization prints two copies for signatures or, requests two copies via mail. Three copies are necessary if the amount is over \$48,000.	Two to three weeks
Step 4	The contract is signed by the partner and returned to DHHS with proof of insurance (see insurance guidelines below).	Varies
Step 5	For contracts of \$48,000 or less, DHHS signs the contract and returns one copy of the signed contract to the partner.	One to two weeks
Contract Complete	For contracts of \$48,000 or less.	Three months
Other	Contracts for more than \$48,000 do not follow this process and require approval by the Board of Supervisors (BOS). Partners are requested to attend the BOS meeting when their contract is reviewed.	Contact the Outreach Coordinator

In order to receive funding for CalFresh Outreach activities, the organization applying must agree to collaborate with the Department of Health & Human Services in the following ways:

- Provide a contact liaison to coordinate with the CalFresh program.
- Participate in CalFresh Outreach training events.
- Submit all funded media (including advertisements, newsletters, press releases, brochures, etc.) for review before publication. CalFresh funds cannot be used for TV, radio, or billboard advertising.
- Report on all activities conducted with CalFresh funding, including the number of individuals reached and/or served by completing Quarterly Reports and a Final Summary Report at the end of your contract term.
- Submit financial invoices to DHHS and retain financial records for five years.
- Provide space and other assistance for the presentation of educational and nutritional events at your facility. These events may be conducted by DHHS or other community partners.
- Provide proof of insurance coverage listing the County as an additional insured (see below).
- Contract with DHHS and commit to implementing the funded activities outlined in the organization's Partnership Request proposal.

All CalFresh Outreach partners will be required to submit proof of insurance coverage in order to complete a contract with the County. All insurance requirements are clarified in the contract that will be mailed to successful applicants. In general, applicant organizations should be prepared to

show proof of and maintain the following insurance, with the County certificated as an additionally insured:

- General Liability: \$2,000,000 per occurrence, if a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
- Automobile/Motor: \$1,000,000 combined single limit, any auto (If applicable)
- Workers Compensation and Employers Liability: \$1,000,000 per accident. This is required even for all-volunteer organizations.

Proposals may include insurance costs directly related to the proposed partnership project.

Administrative indirect and overhead expenses included in project budgets cannot exceed 10% of the total modified total costs, per OMB Federal Guidance.

Most contracts will be paid on a reimbursement basis.

Humboldt County CalFresh Outreach FY 2018-19 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: September 1, 2018 and end date: February 29, 2020

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;

- 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 CalFresh Participation 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. Other Funding Sources

- What other DHHS Funding does your Organization receive; please include any current contracts as well as any pending applications? CalWORKs Stage 1 Child Care; CWS Supervised Visitation Program; Mental Health Services; and Emergency Child Care Bridge Program for Foster Children* (pending)
- 2. What other funding outside of DHHS support the proposed Activities? We leverage our Child and Adult Care Food Program (CACFP); our Child Care Resource and Referral Program; our Child Care Initiative Professional Development Program; our California State subsidized Child Care programs, including the Family Child Care Home Education Network (FCCHEN); and our Early Head Start-Child Care Partnership (EHS-CCP) Program.

D. Partnership Request Budget Form and Outreach Estimates Form

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

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.

Use this section to tell us the number of people that will participate in your activities. Number of participants or recipients of the following.

Enrollment Activities and Support	Total
1. CalFresh educational materials distributed, benefits/requirements presented/ provided.	2,250
2. Applications provided/handed out (i.e. physically handed customer an app, directed them to C4Yourself, directed them to Social Services Office, etc.).	325
3. Applications assisted (i.e. staff member assisted customer w/ completing application, staff faxed in application, etc.).	75
4. DHHS visits assisted. Discuss how your organization is able to help (i.e. staff drove them, a bus pass was provided, etc.).	0
5. Retention assisted (examples of this could include, but are not limited to, assisting customers to complete their Semi-Annual Report (SAR7), their	200

200

2,120

Please use this section to tell us the CalFresh & Healthy Eating messages you plan to deliver.

Annual Re-Certification (RE), interpreting their Notice of Action (NOA),

6. Specialized services to reach populations with low CalFresh participation

assist with collecting necessary verifications, etc.).

rates.

Healthy Eating linked to CalFresh Messages	Total
7. Educational materials distributed or provided (not counted above).	3,00
8. Educational activities, involvement, or demonstrations (gardening/exercise/ cooking) provided.	8,49
9. Food distributed or meals provided.	70

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

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

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.

Humboldt County CalFresh Outreach Partnership Request Budget Form

Please use this form to submit a project budget. For major expenses, please be specific. For personnel, please include a description of your salary calculation and a brief description of duties/tasks covered by this budget. Descriptions of each budget category are provided below.

Descriptions here	Amounts Here
A. Personnel Costs	
Title: CalFresh Activity Specialist	
Salary Calculation: 100% of 37.5 hrs X \$15.45/hr X 78 weeks + benefits	
Duties Description: Conducts CalFresh outreach, pre-screening, and application assistance; links CalFresh to nutritious food by conducting related demonstrations.	66,237.89
Title: CalFresh/Resource and Referral Specialist	00,231.03
Salary Calculation: 50% of 37.5 hrs X \$15.45/hr X 78 weeks + benefits	
Duties Description: Conducts CalFresh outreach, pre-screening, and application assistance, as well as enrollment and retention assistance.	33,118.94
Title: Bilingual Resource and Referral Specialist	33,110.34
Salary Calculation: 20% of 37.5 hrs X \$15.99/hr X 78 weeks + benefits	
Duties Description: Conducts CalFresh outreach, pre-screening, application assistance, and related demonstrationst in Spanish; provides translation of CalFresh materials to Spanish.	42 604 96
Title: Program Assistant	13,601.86
Salary Calculation: 30% of 37.5 hrs X \$12.56/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.	
Title: Resource and Referral Director	17,027.27
Salary Calculation: 20% of 37.5 hrs X \$27.34/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.	
	21,046.21
•	
Total Personnel Costs:	151,032.17
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	2,000.00
Description: Includes registration fees for local events directly related to the CalFresh Scope of Work.	2,340.00

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 Title: Leases 11,460 Title: Leases Description: Estimated amount of teased 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 Title: Rent Description: Rent expenses based upon the FTEs proposed in this program and storage space for program supplies and demonstration materials. Title: Telephone, Utilities and Web Expense Description: Based upon an estimate using FTEs as the cost basis. 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 Total Operational Costs: 48,280 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 Title: Office Expenses Description: Office supplies, paper towels, toilet paper, postage, printing/duplicating CalFresh program materials, business cards. Total Consumable/Supplies: 17,995 D. Transportation/Travel Title: In-County Travel	Title: Personnel Recruitment	
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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 Total Operational Costs: 48,280 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 Title: Office Expenses Description: Office supplies, paper towels, toilet paper, postage, printing/duplicating CalFresh program materials, business cards. Total Consumable/Supplies: 17,995. Total Consumable/Supplies: 17,995. Total Consumable/Supplies: 17,995.	Description: Based upon an estimate using FTEs as the cost basis.	9 000 00
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Total Operational Costs: 48,280 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 Title: Office Expenses Description: Office supplies, paper towels, toilet paper, postage, printing/duplicating CalFresh program materials, business cards. Total Consumable/Supplies: 17,995. 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.	erver, integral to performing activities and meeting the responsibilities described in this proposed Scope of Work	1 200 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 Title: Office Expenses Description: Office supplies, paper towels, toilet paper, postage, printing/duplicating CalFresh program materials, business cards. 10,245 Total Consumable/Supplies: 17,995 D. Transportation/Travel Title: In-County Trave! 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.		1,200.00
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 Title: Office Expenses Description: Office supplies, paper towels, toilet paper, postage, printing/duplicating CalFresh program materials, business cards. 10,245 Total Consumable/Supplies: 17,995 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.	Total Operational Costs:	48,280.00
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 Title: Office Expenses Description: Office supplies, paper towels, toilet paper, postage, printing/duplicating CalFresh program materials, business cards. 10,245 Total Consumable/Supplies: 17,995 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.	2. Consumables/Supplies	<u>-</u>
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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.		10,245.00
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.	Total Consumable/Supplies:	47 005 00
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.		17,995.00
throughout Humboldt County. Reimbursement is at the IRS rate.	itie: In-County Travel	
	escription: Estimate based upon anticipated mileage of staff who work a substantial amount of time in the field proughout Humboldt County. Reimbursement is at the IRS rate.	4 000 00
		4,680.00
	Total Transportation/Travel:	4,680.00
E. Other Costs	. Other Costs	
Title: Indirect Expense	itle: 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.	irectly attributable to a particular funding source. The amount is capped at 8% due to funding the agency receives om 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	
	and a gamey a manage page page	17,758.89

Total C	ther Costs:	\$ 17,758.89
	Total :	\$ 239,746.06

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

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

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

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

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

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

Changing Tides Family Services Project Description Narrative September 2018

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 has completed three contract cycles with the Humboldt County Department of Health and Human Services. The current 18-month project, started on September 1, 2016, includes CalFresh outreach and application assistance, reapplication 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 16-17, child care referrals were provided to 842 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 591

- low income families, 929 children, and approximately 458 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 68 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 16-17, the agency oversaw the delivery and reimbursement for 230,502 healthy meals and snacks served to 822 children.

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 September 1, 2015 and February 28, 2017, Changing Tides Family Services assisted in the completion of 374 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 prescreening, 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 September 1, 2015 and February 28, 2017 CalFresh staff provided 46 cooking, 66 gardening, and 60 active play demonstrations to child care providers and the children in their care. CalFresh staff also provided 30 cooking, 37 gardening, and 31 active play demonstrations to parents in the same time period. 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 1,300 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.

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 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.

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 choosemy-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	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

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

		· · · · · · · · · · · · · · · · · · ·		
3.	Continued program	3(a) Develop, coordinate, and conduct program activities with CACFP and	Resource and Referral	Continued outreach and education to
	coordination to achieve	other child care services.	Director	the child care community.
	goals of the CalFresh			· *
	program	3(b) Monitor and assess progress towards goals; propose modification of	Resource and Referral	Program activities as described in goals
	p8	goals if necessary.	Director	1-2 will meet or exceed desired
		·	3 5 5 5	outcomes.
		3(c) Coordinate site visits of staff members to child care provider locations	Resource and Referral	- Catediniesi
		community locations throughout the County.	Director	Staff members will succeed in individual
		community residence the country.	Director	
		2/d) Dian coordinate and excist in demonstrations we shall are and	December of B 6	assignments and activities.
I .		3(d) Plan, coordinate, and assist in demonstrations, workshops, and	Resource and Referral	
		events.	Director	Personnel and other resources will be
				used efficiently and in an intentional
		3(e) Point person for CalFresh related community activities and	Resource and Referral	manner.
		collaborative meetings.	Director	
i .				Continued community collaboration and
				cohesion regarding CalFresh activities.
	4. Continue to maintain	4(a) Maintain accurate records of all work performed and expenses	All positions	Ongoing accountability of programmatic
	accurate data regarding	incurred.	Administrative staff	and fiscal matters.
	activities performed;	,		
1 1	submit fiscal and	4(b) Submit reports to the County.	Resource and Referral	
1.1	programmatic reports	, , , , , , , , , , , , , , , , , , ,	Director	
	•		Administrative staff	
	to the County on a		Administrative stair	
	quarterly basis			
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EXHIBIT C

CALFRESH OUTREACH BUDGET CHANGING TIDES FAMILY SERVICES

Descriptions here

Amounts Here

this proposed Scope of Work. Based upon an estimate using FTEs as the cost basis. Total Operational Costs:	\$48,280.00
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	\$1,200.00
Description: Based upon an estimate using FTEs as the cost basis. Title: Equipment	\$8,980.00
for program supplies and demonstration materials. Title: Telephone, Utilities and Web Expense	\$15,210.00
Title: Rent Description: Rent expenses based upon the FTEs proposed in this program and storage space	\$2,925.00
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.	
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
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	
Description: Expense of advertising solely for the recruitment of above positions, if necessary. Title: Contract Services	\$3,360.00
Title: Staff Development Description: Includes registration fees for local events directly related to the CalFresh Scope of Work. Title: Personnel Recruitment	\$2,340.00
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
B. Operational Costs	4.01,002.17
monitors and assesses progress towards program goals; point person for CalFresh related community meetings and collaborative meetings. Total Personnel Costs:	\$21,046.21 \$151,032.17
Title: Resource and Referral Director Salary Calculation: 20% of 37.5 hrs X \$27.34/hr X 78 weeks + benefits Duties Description: Plans and coordinates CalFresh staff activities, workshops, and events;	
Salary Calculation: 30% of 37.5 hrs X \$12.56/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.	\$17,027.2 7
Salary Calculation: 20% of 37.5 hrs x \$15.99/hr X 78 weeks + benefits Duties Description: Conducts CalFresh outreach, prescreening, application assistance, and related demonstrations in Spanish; provides translation of CalFresh materials to Spanish. Title: Program Assistant	\$13,601.86
Salary Calculation: 50% of 37.5 hrs x \$15.45/hr x 78 weeks + benefits Duties Description: Conducts CalFresh outreach, prescreening and application assistance; as well as enrollment and retention assistance. Title: Billingual resource and Referral Specialist	\$33,118.94
Salary Calculation: 100% of 37.5% hrs x \$15.45/hr x 78 weeks + benefits Duties Description: Conducts CalFresh outreach, pre-screening and application assistance; links CalFresh to nutritious food by conducting related demonstrations. Title: CalFresh/Resource and Referral Specialist	\$66,237. 89

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.	
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 \$0.545.	\$4,680.00
Total Transportation/Travel:	\$4,680.00
E. Other Costs	
Title: Administrative Cost 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.	\$17,758.89
Total Other Costs:	\$17,758.89
Total:	\$239,746.06

Personnel: include all employee costs, but not independent contractors. List each employee type separately. Examples of calculations are: 15% of \$2,000/mo. X 6 months; 20 hrs X \$15/hr X 52 weeks + benefits. Operational: include all direct and indirect expenses for the project, except consumable supplies and travel. Include such things as rent, office supplies, postage, paper, communications, equipment, contract labor or services, and overhead or administrative costs. Please list each type of cost separately.

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

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

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

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

EXHIBIT D CALFRESH OUTREACH INVOICING GUIDELINES CHANGING TIDES FAMILY SERVICES

CONTRACTOR shall prepare and submit all quarterly and final invoices and invoice summaries in accordance with the following invoicing guidelines in order to ensure compliance with any and all applicable local, state and federal laws, regulations and standards.

1. <u>INVOICING'SCHEDULE:</u>

Quarterly invoices and invoice summaries are due within thirty (30) days after the expiration of each quarter in which this Agreement is active. Final invoices and invoice summaries are due within thirty (30) days following the expiration or termination date of this Agreement. The following table includes the expiration dates of each applicable quarter as well as the due dates for all quarterly and final invoices and invoice summaries submitted pursuant to the terms and conditions of this Agreement.

Quarter*	Dates Included	Daté Invoices Due to DHHS
1	July 01, 2018 through September 30, 2018	October 31, 2018
2	October 01, 2018 through December 31, 2018	January 31, 2019
3	January 01, 2019 through March 31, 2019	April 30, 2019
4	April 01, 2019 through June 30, 2019	July 31, 2019
Final invoice	Entire Agreement term	Thirty (30) days after expiration or termination

^{*}Note: Contractors who are providing services pursuant to the terms and conditions of an agreement with a maximum amount payable of Fifteen Thousand Dollars (\$15,000.00) or less shall only be required to submit a final invoice and invoice summary.

2. <u>BACKUP DOCUMENTATION:</u>

Backup documentation, including, without limitation, payroll records, receipts, bills and invoices, are not required to be submitted with quarterly or final invoices or invoice summaries unless requested by COUNTY.

EXHIBIT E CALFRESH OUTREACH INVOICE WORKSHEET AND SUMMARY FORM CHANGING TIDES FAMILY SERVICES

Exhibit E Califfesh Outreach itemized invoice Worksheet

brooke Date:	Com	rad Tem: _			
tomoker Type:	travoi	ce Period:			
	1	bracios F	revious Invoice	Approved	Remairine
Descriptions: A Personnel Costs		uncents	Totals	Budget	Balence
Title			100	1 4 - 3 - 3 - 3	F-1-41-41
Selany Colonizations	7	\$0.00	Sono	\$0.00	. ' 50.00
Duties Descriptions					
Title:					
Stlary Celestation		\$3.00	- \$0.00	50.00	\$0.00
Duties Description:			•		
Title					
Salary Calculation:	<u>_:</u>	\$100	\$3.00	\$0.00	50.00
Dubles Description:					
Tite:					
Strary Colourations	:	\$2.00	, \$0.00	Sñoo	\$0.00
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Subry Calcurations		\$2.00	\$0.00	saco	\$0.00
Dutites Description:					
	Total Personnet:	, sà.oc	\$0.00	\$0.00	\$0.00
	b	nvoice P	revious tovoice	Approved	Penching
B. Operational Crists (Rest, Utilities, Phones, etc.)	Au Name and August 1997	exants -	Totals	Budget	Bathnee
Title	*	******* <u>****</u>			
Description		\$0.00	`\$0.5¢	\$0.00	\$0.00
Title:					,
Description:		\$3,00	\$0.00	\$0.00	50.00
Yide:		3000	30.00	30.00	\$0.00
Description:		\$0.00	\$0.00	\$8.00	\$0.00
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Description:		\$0.00	\$0.00	\$0.00	\$0.00
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	-19	in Caller		F9.533	
<u> </u>				S0.00 Approved	SD.00
C. Communities Supplies and Communities should be separate)		nouns	Totals	Budget	Batance

Exhibit E

CalFresh Outreach Invoice Summary

Contractor Name

`		Coordinator/Contact . Address Phone		
Invoice Date: _	1/0/1900		Contract Term:	1/0/1900
Invoice Type: _	<u> </u>		Invoice Period:	0
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Other (Indirect Cost	ss, Contracts, etc.		\$0.00	
accordance with t	he approved Agreement o	iotal a is, to the best of my knowledge, co ated for services provided under the aintained in our office at the address	e provision of that agreement. F	ditures are in full justification and
Signature and Date:	· :			
Print Name and Titl	e:			
Send invoice to:			•	
COUNTY OF H DHHS, Financial 507 F Street, CB	Service Division	STORY OF THE STORY	Program Coordinator	Date
Eureka Ca 95501 Attn: Social Servi	ces Finance	(3)	Fiscal Coordinator	Date
(107) 441-5424 •	Fax: (707) 441-5590	tome of the Redword	Budget Unit/Line	<u> </u>

EXHIBIT F CALFRESH OUTREACH REPORTING GUIDELINES CHANGING TIDES FAMILY SERVICES

CONTRACTOR shall prepare and submit all quarterly and final project reports in accordance with the following reporting guidelines in order to ensure compliance with any and all applicable local, state and federal laws, regulations and standards.

1. <u>REPORTING SCHEDULE:</u>

Quarterly project reports are due within thirty (30) days after the expiration of each quarter in which this Agreement is active. Final project reports are due within thirty (30) days following the expiration or termination date of this Agreement. The following table includes the expiration dates of each applicable quarter as well as the due dates for all quarterly and final project reports submitted pursuant to the terms and conditions of this Agreement.

⊘gQuarter*4°	Dates Included	Date Invoices Due to DHHS
<u>1</u>	July 01, 2018 through September 30, 2018	October 31, 2018
2	October 01, 2018 through December 31, 2018	January 31, 2019
3	January 01, 2019 through March 31, 2019	April 30, 2019
4	April 01, 2019 through June 30, 2019	July 31, 2019
Final invoice	Entire Agreement term	Thirty (30) days after expiration or termination

^{*}Note: Contractors who are providing services pursuant to the terms and conditions of an agreement with a maximum amount payable of Ten Thousand Dollars (\$10,000.00) or less shall only be required to submit a final project report.

2. QUARTERLY REPORT NARRATIVE:

Quarterly report narratives should include, at a minimum, all of the following:

- A detailed description of the community outreach services that were provided pursuant to the terms and conditions of this Agreement.
- A detailed description of how the community outreach services that were provided pursuant to the terms and conditions of this Agreement support the CalFresh program.
- A detailed description of how the figures listed in each section of the report were calculated.
- A detailed description of how the community outreach services that were provided pursuant to the terms and conditions of this Agreement reached the intended populations.
- A detailed description of how the recipients of the community outreach services that were provided pursuant to the terms and conditions of this Agreement were

benefitted.

- A detailed description of how the community outreach services that were provided pursuant to the terms and conditions of this Agreement produced the intended results.
- A detailed description of any unintended outcomes that resulted from the community outreach services that were provided pursuant to the terms and conditions of this Agreement.
- A detailed description of the value of the outcomes that resulted from of the community outreach services that were provided pursuant to the terms and conditions of this Agreement.

2. FINAL REPORT NARRATIVE:

Final report narratives should include, at a minimum, all of the following:

Process Evaluation:

- o A detailed description of whether the community outreach services provided pursuant to the terms and conditions of this Agreement were of the right quality and content to support the CalFresh program.
- o A detailed description of how many people received the community outreach services provided pursuant to the terms and conditions of this Agreement.
- A detailed description of how many people received CalFresh benefits as a result of the community outreach services provided pursuant to the terms and conditions of this Agreement.
- A detailed description of how the community outreach services that were provided pursuant to the terms and conditions of this Agreement reached the intended populations.
- o A detailed description of how the recipients of the community outreach services that were provided pursuant to the terms and conditions of this Agreement were benefitted.

Outcome Evaluation:

- A detailed description of how the community outreach services that were provided pursuant to the terms and conditions of this Agreement produced the intended results.
- o A detailed description of any unintended outcomes that resulted from the community outreach services that were provided pursuant to the terms and conditions of this Agreement.

- o A detailed description of any and all short term, intermediate and long term benefits that resulted from the community outreach services that were provided pursuant to the terms and conditions of this Agreement.
- A detailed description of the effectiveness and efficiency of the community outreach services that were provided pursuant to the terms and conditions of this Agreement.
- o A detailed description of how the outcomes that resulted from the community outreach services that were provided pursuant to the terms and conditions of this Agreement were worth the resources invested in the program.
- A detailed description of what your organization could have done differently to support the CalFresh program and how you organization is prepared to make such changes, if applicable.

EXHIBIT G CALFRESH OUTREACH QUARTERLY PROJECT REPORT FORM CHANGING TIDES FAMILY SERVICES





Outreach Contract Quarterly Report Form 2018-19

CalFresh Outreach partnership contracts are an opportunity for community-based organizations and the Humboldt County Department of Health & Human Services (DHHS) to work together to improve the health of our community. We would like to know more about your efforts and of course, we must report to our funders. Please use the attached Quarterly 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. 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
1	July 1 through September 30	October 31
2	October 1 through December 31	January 31
3	January 1 through March31	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 <u>both</u> CalFresh Outreach and the DHHS Contract Unit at the following addresses:

<u>CalFreshOutreach@co.humboldt.ca.us</u> <u>DHHS-ContractUnit@co.humboldt.ca.us</u>

Or by mail to:

Department of Health and Human Services

Attention: Contract Unit

507 F St.

Eureka, CA 95501

Report Narrative:

In your report narrative, please remember to talk about both processes and outcomes whenever possible. Please use the narrative section to explain in detail the Outreach Activities your organization completed or participated in also including how you calculated the number's you report in each section of the report (i.e. Enrollment Activities and Support, Healthy Eating linked to CalFresh Messages, Media).

Some questions you may want to ask yourself when completing the narrative sections of the report:

- How did the programs/services support CalFresh Outreach?
- How did you calculate the number of individuals your organization reached with CalFresh Outreach Activities (i.e. # of Application submitted, # of people that saw your CalFresh sign, etc.) Please be as specific as possible as each organization is different and we want to know how you quantified your CalFresh Outreach Efforts.
- Did the programs/services reach the populations it was intended to reach and were the participants satisfied?
- What were the program results and did the program produce the intended changes? Unintended changes?
- Was the value of the outcomes achieved worth the resources invested in the program?

Need heln?

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 Appolonia Coan at 707-476-4760.

Humboldt County CalFresh Outreach Partnership Quarterly Report Form Organization Name: Please Check Applicable Report Cycle: Quarter 1 (July 1-Sept. 30 2018) **Due October 31, 2018** Quarter 2 (Oct. 1- Dec. 31, 2018)

Due January 31, 2019

Due April 30, 2019

Due July 31, 2019

Contact Name: Phone: ____ Email:

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. Enrollment Activities and Support:

Quarter 3 (Jan. 1 – March 31, 2019)

Quarter 4 (April 1- June 30, 2019)

Use this section to tell us the number of people that participated in your activities. Note: Do not include anything in Section A that will be counted in any other sections.

Number of participants:	Total
1. CalFresh educational materials distributed, benefits/requirements presented/ provided. Provide details in the Narrative Section below.	
2. Applications provided/handed out (i.e. physically handed customer an app, directed them to C4Yourself, directed them to Social Services Office, etc.). Provide details in the Narrative Section below.	

3. Applications assisted (i.e. staff member assisted customer w/ completing application, staff faxed in application, etc.). Provide details in the Narrative Section below.	
4. DHHS visit assisted. Discuss how your organization was able to help (i.e. staff drove them, a bus pass was provided, etc.) in the Narrative Section below.	
5. Retention assisted (examples of this could include, but are not limited to, assisting customer to complete his/her Semi-Annual Report (SAR7), Annual Re-Certification (RE), interpreting his/her Notice of Action (NOA), assist with collecting necessary verifications, etc.). Provide details in the Narrative Section below.	
6. Specialized services to reach populations with low CalFresh participation rates, please discuss these services in the Narrative Section below.	

Enrollment Activities and Support Narrative: (Please use this space to provide specifics of the Enrollment Activities and Support that your organization has completed over the last quarter.)

B. Healthy Eating linked to CalFresh Messages:

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

Note: Do not include anything in Section B that will be counted in any other section.

Number of participants or recipients of the following:	Total
7. Educational materials distributed or provided-Please provide details in the Narrative Section below.	
8. Educational activities, involvement, or demonstrations (gardening/ exercise/ cooking) provided- Please provide details in the Narrative Section below	_
9. Food distributed or meals provided Please provide details in the Narrative Section below.	

Healthy Eating linked to CalFresh Messages Narrative: (Please use this space to provide specifics of how your organization linked Healthy Eating messaging to CalFresh over the last quarter)

C. Media:

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

websites and posters. Note: Do not include anything in Section C that was counted in any other section.

Number of messages delivered through media:	Total
10. Number of possible readers of print media or articles. Please provide details in the Narrative Section below.	
11. Number of possible viewers/listeners of non-print broadcast media. Please provide details in the Narrative Section below.	
12. Number of possible readers of newsletter articles, client mailers or flyers, or other agency publications-Please provide details in the Narrative Section below.	
13. Web content visits (specifically CalFresh)-Please provide details in the Narrative Section below.	

Media Narrative: (Please use this space to provide specifics of the messaging delivered through media that your organization has completed over the last quarter.)

D. Closing Narrative:

Please provide a story or comment specifically related to your organization/project's CalFresh Outreach activities over the past Quarter. (This could include, but is not limited to, Success Stories or your customers overcoming obstacles to access CalFresh; challenges you or your organization have overcome to better provide CalFresh Outreach; or any comments about your organization's relationship with DHHS CalFresh Outreach and what we could be doing to better support your organization's Outreach Efforts.)

EXHIBIT H CALFRESH OUTREACH FINAL PROJECT REPORT FORM

CHANGING TIDES FAMILY SERVICES





Outreach Contract Final Report Form 2018-19

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

Due date:

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.

Report:	Dates Included	Date Report Due to DHHS
Final Summary Report	Entire contract term	One month after term end

Submission of Report:

The Final Report should be sent to **both** CalFresh Outreach and the DHHS Contract Unit at the following addresses:

<u>CalFreshOutreach@co.humboldt.ca.us</u> <u>DHHS-ContractUnit@co.humboldt.ca.us</u>

Or by mail to:

Department of Health & Human Services

Attention: Contract Unit

507 F St.

Eureka, CA 95501

Report:

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

<u>Process</u> evaluation attempts to answer these types of questions:

- Were the programs/services of the right quality and content to support CalFresh Outreach?
- How many individuals participated in the program and how many did you help either receive or maintain CalFresh Benefits?
- 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:

- What were the program results and did the program produce the intended changes? Unintended changes?
- At what level were changes sought and accomplished short term, intermediate or long term?
- How did the programs results compare in terms of effectiveness and efficiency and was the outcome achieved worth the resources invested in the program?
- As your contract comes to an end, discuss what your organization could have done differently to better support CalFresh Outreach and if you are planning on continuing this program how has your organization prepared to make these changes?

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 Appolonia Coan at 707-476-4760.

Humboldt County CalFresh Outreach Partnership Final Summary Report Form

Due one month after term end



Organization Name:	Rep	port Due Date:		
Contact Name:	Phone:	Email:	_	
		,		

Please attach a narrative report (a maximum of 4 pages, exclusive of attachments) addressing the items outlined in the sections 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.

A. Results/Outcomes

- Please describe the grant activities and events completed. 1.
- What difference did this grant make in your community or neighborhood and for the population you are 2. 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.
- Discuss any Activities you completed to reduce stigma and encourage use of CalFresh benefits. This may 3. include events and activities, such as cooking demonstrations and community garden programs, to educate participants.
- Describe any unanticipated results, positive and negative, not already described above. 4.

B. Lessons Learned

- Describe what you learned based on the results/outcomes you reported in Section A above and what, if any, 5. programmatic or organizational changes you will make based on your results/outcomes.
- 6. 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

- 7. If you will be continuing this program, what are the plans for sustaining or expanding the program?
- If you have identified areas where increased collaboration between organizations or sectors would lead to 8. increased positive outcomes for your constituents, briefly describe your ideas.

D. Other Comments

- Please share with us any other comments or recommendations you would like to make regarding the 9. relationship between DHHS CalFresh Outreach and your organization.
- Please share anything else relating to your CalFresh Outreach Efforts that you would like us to know 10. about.

Form W-9

(Rev. November 2017) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; of	lo not leave this line blank.	-		_		—
•	Changing Tides family Services						
	2 Business name/disregarded entity name, if different from above			···			_
page 3.	following seven coxes.			4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):			
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Print or type. Specific Instructions on page 3.	Note: Check the appropriate box in the line above for the tax classificatic LLC if the LLC is classified as a single-member LLC that is disregarded franother LLC that is not disregarded from the owner for U.S. federal tax p is disregarded from the owner should check the appropriate box for the tax of the start of th	Exemption from FATCA reporting code (if any)					
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i	Eureka, CA 95501						
ŀ	7 List account number(s) here (optional)						_
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related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.		Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) Form 1099-S (proceeds from real exists transactions)					
Purpose of Form		 Form 1099-S (proceeds from real estate transactions) Form 1099-K (merchant card and third party network transactions) 					
informa	vidual or entity (Form W-9 requester) who is required to file an ution return with the IRS must obtain your correct taxpayer	 Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) 					
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(EIN), to	o report on an information return the amount paid to you, or other reportable on an information return. Examples of information	Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.					
returns	include, but are not limited to, the following. 1099-INT (interest earned or paid)	If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.					



HOME OFFICE SAN FRANCISCO

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

ENDORSEMENT AGREEMENT

WAIVER OF SUBROGATION

BROKER COPY

REP 14 9104264-17 RENEWAL NA 1-53-33-57 PAGE 1 OF 1

EFFECTIVE FEBRUARY 6, 2018 AT 12.01 A.M. AND EXPIRING JULY 1, 2018 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

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:

FEBRUARY 9, 2018

PRESIDENT AND CEO

2570

AUTHORIZED 'REPRESENTATIVE

SCIF FORM 10217 (REV.7-2014)

OLD DP 217

BROKER COPY

9104264-17 RENEWAL NA

PLEASE KEEP THIS ENDORSEMENT WITH YOUR POLICY

Dear Policyholder:

These endorsements amend and are part of your policy. Please keep them with your documents for future reference.

If you have any questions concerning these endorsements, Please contact your local State Fund office.

CERTIFICATE OF LIABILITY INSURANCE

CHANG-3 OP ID: CM

DATE (MM/DD/YYYY)

01/26/2018

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

certificate holder in lieu of such endorsement(s). PRODUCER CalNonprofits insurance Sycs P.O. Box 640 Capitola, CA 95010							CONTACT Sandra Johnson PHONE (AIC, No, Ext): 831-427-5222 E-NAIL Sandra@cal-insurance.org					
Cai	Nonp	profits Insurance Svcs				·						
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2259 Myrtle Avenue						INSURER B : State Comp Insurance Fund			_	35076		
Eureka, CA 95501						INSURER C:						
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CERTIFICATE HOLDER							CANCELLATION					
County of Humboldt DHHS - Social Services							SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					

ACORD 25 (2010/05)

929 Koster Street

Eureka, CA 95501

AUTHORIZED REPRESENTATIVE

POLICY NUMBER: 2017-01971

Named Insured: Changing Tides Family Services

COMMERCIAL GENERAL LIABILITY

CG 20 12 04 13

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.

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:
 - 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:

- 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:
 - "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
- 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.



POLICY NUMBER: 2017-01971

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 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" caused, in whole or in part, by:
 - 1. Your negligent acts or omissions; or
 - 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) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and 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.

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