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THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Community Services Agency

BOARD AGENDA # *B-5

Urgent

Routine

AGENDA DATE July 27, 2010

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Accept a Grant of \$50,000 from the Children and Families Commission for a Food Stamp Outreach and Enrollment Program and Issue a Request for Proposal (RFP) for Food Stamp Outreach and Enrollment Services

STAFF RECOMMENDATIONS:

1. Accept a grant of \$50,000 from the Children and Families Commission for a Food Stamp Outreach and Enrollment Program.
2. Authorize the Community Services Agency Director, or her Assistant Director Designee, to sign the grant agreement with the Children and Families Commission for the period of July 1, 2010 through June 30, 2011.
3. Authorize the General Services Agency (GSA) to issue a Request for Proposal (RFP) for Food Stamp Outreach and Enrollment Services.

FISCAL IMPACT:

Food Stamp Outreach and Enrollment Services will be funded with Federal and State Food Stamp allocations that require 15% local matching funds. The total amount of the grant award is \$50,000 and will be used in conjunction with \$62,272 additional local match provided by Modesto Junior College, Yosemite Community College District. The combined local funding of \$112,272 enable the Community Services Agency to draw down an estimated \$636,208 of Federal and State Food Stamp allocation.
Continued on Page 2

BOARD ACTION AS FOLLOWS:

No. 2010-480

On motion of Supervisor Chiesa, Seconded by Supervisor DeMartini

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Monteith, DeMartini, and Chairman Grover

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Accept a Grant of \$50,000 from the Children and Families Commission for a Food Stamp Outreach and Enrollment Program and Issue a Request for Proposal (RFP) for Food Stamp Outreach and Enrollment Services

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FISCAL IMPACT: Continued

Total appropriations of \$748,480 and corresponding revenue are included in the Community Services Agency's Program Services and Support Fiscal Year 2010-2011 Adopted Proposed Budget. There is no cost to the County General Fund to support this outreach and enrollment program.

DISCUSSION:

During the past two years, the number of monthly applications for the Food Stamp program has increased by 51% and the number of households in receipt of Food Stamps has increased by 61%. In the month of May 2010, \$10.3 million in Food Stamp benefits were issued in Stanislaus County, which equates to an average of \$20.4 million per month of economic return within the local economy. Although there is increased enrollment in the program, it is estimated that over 60,000 individuals in the community are eligible for Food Stamps but have not applied for benefits due to either a lack of knowledge about the program or inaccessibility to existing Community Services Agency (CSA) facilities. Others need of assistance to complete the required application forms and required documentation.

CSA's Fiscal Year 2010-2011 Adopted Proposed Budget includes County Match funding to support its mandates and maintenance of effort (MOE) requirements. In Fiscal Year 2010-2011 there is \$1.8 million in County share along with \$11.1 million in Federal and State funds allocated to the Food Stamp Program. Additionally, there is over \$5.1 million of Federal and State Food Stamp allocation available that CSA cannot access without the required 15% local match funds.

On May 25, 2010 the Children and Families Commission (CFC), awarded CSA \$50,000 for a Hunger Prevention Campaign focused on Food Stamp outreach and enrollment. The grant will be used as the local match in order to access Federal and State Food Stamp allocations. Partnering with the Agency on this effort is Modesto Junior College (MJC), Yosemite Community College District (YCCD), who will certify \$62,272 of MJC, YCCD Fiscal Year 2009-2010 expenditures for college students linked CSA Welfare to Work (WtW) activities. These local match funds will be used to access \$636,208 in Federal and State Food Stamp allocation dollars previously unavailable to CSA.

CSA will use funding from the CFC as a means to build local infrastructure to support a community-based component of outreach, intake and case management focused on reducing food insecurity, hunger prevention, and positive health outcomes for children between the ages of 0-5. The certified match from MJC, YCCD funds will support the same goals for families and individuals over 6 years of age. The match funding provides the opportunity to partner with private and community-based organizations throughout the County to support individuals and families in need.

The activities to be performed through the community-based component include providing information about the Food Stamp program; explaining eligibility criteria and ways to access the program; providing application assistance to enroll in the Food Stamp program via the C-IV

Approval to Accept a Grant of \$50,000 from the Children and Families Commission for a Food Stamp Outreach and Enrollment Program and Issue a Request for Proposal (RFP) for Food Stamp Outreach and Enrollment Services

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Yourself Website; assisting in gathering required verifications; including rent and utility statements and proof of income; assisting in the completion of quarterly income reports and annual redeterminations; connecting Food Stamp Customers with local retailers; and educating families about healthy food choices leading to improved health outcomes for children.

The General Services Agency will issue a Request for Proposal (RFP) for Fiscal Year 2010-2011 to contract for Food Stamp Outreach and Enrollment Program services. It is anticipated that the RFP will result in multiple contracts between CSA and the qualified community partners.

It is recommended that the Board of Supervisors accept the \$50,000 grant from the Children and Families Commission for a Food Stamp Outreach and Enrollment Program and authorize GSA to issue a Request for Proposal to provide Food Stamp Outreach and Enrollment Services.

POLICY ISSUES:

Approval to accept the \$50,000 Grant from the Children and Families Commission and to issue a Request for Proposal to provide food stamp outreach and enrollment services in Stanislaus County supports the Board's priorities of A Healthy Community, Effective Partnerships and Efficient Delivery of Public Services by providing services through vendor partnerships that will provide hunger prevention services to children and families in the community.

STAFFING ISSUES:

Existing Community Services Agency staff is available to support the community partnerships to provide food stamp outreach and enrollment services to the children and families in Stanislaus County.

CONTACT PERSON:

Christine C. Applegate, Director 558-2500

2010 DEC -2 P 1:04

**AN AGREEMENT
FOR
ADMINISTRATIVE AND PROFESSIONAL
INDEPENDENT CONTRACTOR SERVICES**

This Agreement for Administrative and Professional Independent Contractor Services is made and entered as of the **1st** day of **July 2010**, by and between the **STANISLAUS COUNTY CHILDREN AND FAMILIES COMMISSION**, hereinafter called "Commission", and the **STANISLAUS COUNTY COMMUNITY SERVICES AGENCY (FOOD STAMP OUTREACH AND ENROLLMENT PROGRAM)**, hereinafter called "Contractor."

Recitals

WHEREAS, the Commission has a need for contractor services involving food stamp outreach for children zero through five and their families; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services; and

WHEREAS, the Commission and the Contractor wish to execute an Agreement that shall govern all of the work or services provided by the Contractor during the term of this Agreement, **July 1, 2010**, through **June 30, 2011**, in the amount of **\$50,000** for FY **2010/2011**.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 The Contractor shall furnish to the Commission those services and work set forth in a "Scope of Work" which are attached hereto as **Exhibit A** and incorporated into and made part of this Agreement by this reference.

1.2 All documents, drawings, and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the Commission shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the Commission reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.3 Services and work provided by the Contractor at the Commission's request under this Agreement (**Exhibit A**) will be performed in a timely manner consistent with the requirements and standards established by applicable federal and state laws, and in accordance with a schedule of work set forth in the Scope of Work. If there is no schedule, the hours and times of completion of said services and work are to be set by the Contractor.

2. Compensation of Contractor

2.1 Commission shall pay Contractor the amounts set forth in the budget document attached hereto as **Exhibit B** and incorporated into and made a part of this Agreement by this reference.

2.2 Except as expressly provided in this Agreement or in a separately approved project or scope of work, Contractor shall not be entitled to nor receive from Commission any additional consideration, compensation, salary, wages or other type of remuneration of services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 Commission will not withhold any Federal or State income taxes or Social Security tax from any payments made by the Commission to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. Commission has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the Commission for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

2.5 Contractor shall submit invoices to the Commission in the manner prescribed by the Commission's Executive Director. The Commission shall make payments to Contractor within thirty (30) days of the invoice being approved by Commission staff in the amount set forth in the budget document (**Exhibit B**). In the event the Contractor is unable to submit an actual year-end (fiscal-year) billing to the Commission by July 15th, Contractor shall instead provide a detailed estimate of costs for the prior fiscal year. All final invoices for the previous fiscal year are to be submitted to Commission by September 30th. Commission will not accept and will not pay invoices submitted after September 30th for services provided pursuant to this Agreement for the prior fiscal year.

2.6 Any equipment, materials, supplies, or property of any kind purchased for or financed from funds provided under this Agreement, excepting any funds received for indirect expenses pursuant to the budget document attached as **Exhibit B**, having a useful life of three (3) years or greater or a value in excess of One Thousand Dollars (\$1,000.00), shall be defined as an inventory item. All inventory items not fully consumed in the work described herein shall be the property of the Commission at the termination of this Agreement unless the Commission, at its sole discretion, makes an alternative disposition. Contractor shall annually prepare a written report of all inventory items and submit the report to the Commission's Executive Director. Contractor shall also file an inventory report with the Commission within ten (10) days after termination of this Agreement. Final disposition of all inventory items shall be in accordance with written instructions from the Commission or the Commission's Executive Director. Contractor is responsible for proper maintenance of inventory items and is responsible for all damage except for normal wear and tear.

2.7 Contractor shall not expend any funds provided pursuant to this Agreement except as expressly authorized in the budget document as specified in **Exhibit B** or as the budget is thereafter amended or obligated. Any and all funds held by the Contractor that are not expended or obligated by the end of the term of this Agreement, shall be returned to the Commission within twenty (20) business days.

3. Term

3.1 The term of this Agreement shall be from July 1, 2010, through June 30, 2011, unless terminated as provided below.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party. The party in breach is to have thirty (30) days to cure.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California.

3.4 The Commission may terminate this Agreement without cause upon thirty (30) days prior written notice to the Contractor. Termination of this Agreement shall not affect the Commission's obligation to pay for all monies due to Contractor pursuant to this Agreement as of the date of termination. Contractor may terminate this Agreement without cause upon thirty (30) days prior written notice to Commission.

3.5 If the ending date of this agreement is in a subsequent fiscal year (after June 30th of the initial fiscal year), Contractor's compensation in any subsequent fiscal year is conditioned upon all of the following:

- Contractor's acceptable performance under the terms and outcomes of the contract, as determined by Commission staff
- Approval by the Commission of an appropriation for this agreement in the Commission's annual budget for the subsequent fiscal year
- An approved Scope of Work (**Exhibit A**)
- An approved Budget (**Exhibit B**)

Contractor acknowledges that all the above conditions must be fulfilled in order for the Commission to be obligated for future funding under this agreement.

4. Required Licenses, Certificates, and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in **Exhibit A** must be procured by the Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the Commission.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement or in a separately approved Scope of Work, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services under this Agreement. The Contractor has the sole responsibility for payment of the costs and expenses incurred by Contractor in providing and maintaining such items.

6. Indemnification of Damages, Taxes, and Contributions

6.1 Each party agrees to indemnify, hold harmless and defend the other party and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of,

resulting from, or in connection with the performance of this Agreement by the other party or its officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the other party or its agents, officers and employees.

6.2 Contractor's obligation to defend, indemnify and hold the Commission and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

6.3 Contractor shall indemnify, defend and hold harmless and shall be responsible for any and all federal, state and local taxes, fees, or contributions required to be paid with respect to Contractor and Contractor's officers, employees, and agents engaged in the performance of this Agreement, including and without limitation unemployment insurance, social security and payroll tax withholding.

7. Insurance

7.1 Contractor, at its sole cost and expense, for the full term of this Agreement (and any extension thereof), shall obtain and maintain at minimum all of the following insurance coverage. Such insurance coverage shall be primary coverage as respects Commission and any insurance or self-insurance maintained by Commission shall be excess of Contractor's insurance coverage and shall not contribute to it.

7.1.1 Types of Insurance and Minimum Limits

(1) Worker's Compensation and Employer's Liability Insurance in conformance with the laws of the State of California.

(2) Contractor's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by Contractor's employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 combined single limit per accident for bodily injury and property damage.

(3) Contractor shall obtain and maintain Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including coverage for: (a) bodily injury; (b) personal injury; (c) broad form property damage; (d) contractual liability coverage adequate to meet the Contractor's indemnification obligations under this Agreement; and (e) a cross-liability or severability of interest clause.

7.1.2 Other Insurance Provisions

(1) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Contractor agrees to maintain the required insurance coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. Contractor may maintain the required post agreement coverage by renewal of purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile Liability Insurance, Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The Stanislaus County Children and Families Commission, its officers, employees, agents and volunteers are added as an additional insured as respects the operations and under Agreement with the Stanislaus County Children and Families Commission."

(3) All required insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be canceled until thirty (30) days after prior written notice has been given to:

*Stanislaus County Children and Families Commission
Attention: Executive Director
930 15th Street
Modesto, CA 95354*

(4) Contractor agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide Commission on or before the effective date of this Agreement with Certificates of Insurance for all required coverage. All Certificates of Insurance shall be delivered or sent to:

*Stanislaus County Children and Families Commission
Attention: Executive Director
930 15th Street
Modesto, CA 95354*

8. Equal Employment Opportunity

8.1 During and in relation to the performance of this Agreement, Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 40), veteran status, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship); employment; upgrading; demotion; or transfer. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provision of this non-discrimination clause.

9. Supplementation of Funds

Consistent with the intent of the California Children and Families Act of 1998, no monies from this Program shall be used to supplant federal, state, county or other monies available to the Contractor for any purpose. Activities funded through the California Children and Families Act of 1998, must be new activities or enhancements to existing activities.

10. Non-appropriation

This Agreement is funded from revenue derived from a tax placed on the sales of cigarettes. The Commission reasonably believes that such tax revenue will be available to fully fund this Agreement for its term. In the event, however, no funds or insufficient funds are available for

payments as determined in the sole discretion of the Commission. The Commission will immediately notify Contractor of such occurrence and the Agreement may be terminated by Commission upon thirty (30) days notice. After this Agreement is terminated under these provisions, Commission shall have no obligation to make further payments and shall only be obligated for work already performed pursuant to this agreement.

11. Status of Contractor

11.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of the Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of Commission. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of Commission. Except as expressly provided in **Exhibit A**, Contractor has no authority or responsibility to exercise any rights or power vested in the Commission. No agent, officer, or employee of the Commission is to be considered an employee of the Contractor. It is understood, by both Contractor and Commission, that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

11.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of the Commission.

11.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to Commission only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to Commission's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to Commission under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

11.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging, or any other term of employment or requirements of law, shall be determined by the Contractor.

11.5 It is understood and agreed that as an independent Contractor and not an employee of Commission, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a Commission employee, and do not have the right to act on behalf of the Commission in any capacity whatsoever as an agent, or to bind the Commission to any obligation whatsoever.

11.6 It is further understood and agreed that the Contractor must issue W-2 or 1099 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

11.7 As an independent Contractor, Contractor hereby indemnifies and holds Commission harmless from any and all claims that may be made against Commission based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

11.8 It is understood and agreed that the Contractor retains all of their powers and authority to direct and control to the full extent of the law. Included in but not limited to those

duties and powers are the rights to: direct the work of its employees; establish the developmental philosophy, goals, and objectives; ensure the rights and opportunities of children and families; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the program operation; determine the curriculum; develop a budget; develop and implement budget procedures. In addition, the Contractors retain the right to hire, assign, evaluate, promote, terminate, and discipline employees, and to take action on any matter in the event of an emergency. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Contractors, the adoption of policies, rules, regulation, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.

12. Audit and Records

12.1 Annually, Contractor shall be responsible for the procurement and performance of a fiscal and compliance audit. Any audit undertaken must be performed in accordance with the following standards: Generally Accepted Auditing Standards, Governmental Auditing Standards, and OMB Circular A-133.

12.2 An audit of a public agency, when performed pursuant to state law, will meet the requirements of this section.

12.3 Contractor shall submit an audit report to the Commission for each 12-month period ending on June 30th. The audit report, along with a copy of any management report prepared, shall be delivered to the Commission by January 1st of the following year.

12.4 In the event of an audit exception or exceptions, the party responsible for not meeting a program requirement or requirements shall be responsible for the deficiency and shall assume any costs resulting from disallowances. Should the disallowance be the responsibility of the Contractor, Contractor shall reimburse Commission for disallowances within 30 days of Commission's receipt of the audit report. Commission shall be authorized to withhold disallowed amounts from this contract and other contracts Contractor has executed with Commission.

12.5 Contractor shall prepare and maintain all writings, documents and records prepared and compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of a separately approved project or scope of work. This includes any handwriting, typewriting, printing, photostatic, photograph, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

12.6 Any authorized representative of Commission shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts while services are being provided under this agreement and during the period such records are to be maintained by Contractor. Further, Commission has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

13. Monitoring

13.1 To assist Contractor with complying with the terms of the Agreement, Commission representatives will periodically meet with Contractor and visit Contractor's work site(s) to:

- a. Compare actual performance of the Contractor to contract terms and performance indicators.

- b. Identify program-funding sources received by Contractor and coordinate other sources, if necessary.
- c. Verify contractor has fulfilled contract requirements.

13.2 At Commission's option, Contractor may be required to file regular and/or special reports to document performance under this Agreement.

13.3 Contractor agrees to provide the necessary documentation to verify performance under this Agreement.

14. Miscellaneous Requirements

14.1 During the period of this Agreement, Contractor agrees to:

- a. Maintain a tobacco free environment on Contractor's property, including outside areas.
- b. Refuse to accept any direct funds from tobacco industry sources, including event sponsorships and in-kind donations.
- c. Provide information to its staff on smoking cessation and the dangers of secondhand smoke.
- d. Provide healthy food and snack options when meals or foods are provided during the course of program operations.

14.2 Prior to publication or distribution, the Commission's Executive Director shall approve Contractor's deliverable or non-deliverable reports, publications, brochures, or other materials to be distributed to the public, which are produced or funded by Commission funds. The Commission, through its Executive Director, reserves the right to direct Contractor to include a disclaimer that the contents do not necessarily reflect the position or policy of the Commission. Reports, publications, brochures, correspondence or other materials to be distributed to the public shall contain the following acknowledgement: "Funded by a grant from the Stanislaus County Children & Families Commission". Contractors are encouraged to include the Commission's logo in such published or distributed materials.

14.3 Contractor agrees to be bound by the provisions of the Policies and Procedures Manual adopted by the Commission on May 25, 2004 and as amended by the Commission in the future. A copy of the updated Manual can be viewed on the Commission's website: <http://www.stanprop10.org>

15. Assignment

This is an Agreement for the services of Contractor. Commission has relied upon the skills, knowledge, experience, and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of Commission. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of the Commission.

16. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

17. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or Commission shall be required or may desire to make, shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To Commission: *Stanislaus County Children and Families Commission
Attention: Executive Director
930 15th Street
Modesto, CA 95354*

To Contractor: *Stanislaus County Community Services Agency
Christine Applegate, Director
P.O. Box 42
Modesto, CA 95353*

18. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest, direct, or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

19. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation, the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

20. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

21. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

22. Advise of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

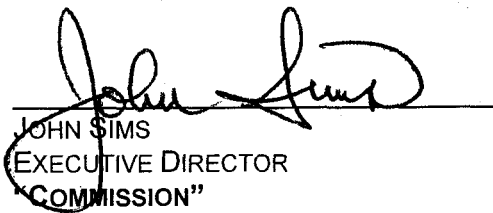
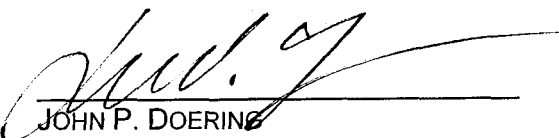

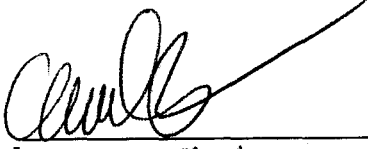
23. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall be not construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

24. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by, and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have the venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first hereinabove written.

<p>STANISLAUS COUNTY CHILDREN AND FAMILIES COMMISSION</p> <p>BY:  JOHN SIMS EXECUTIVE DIRECTOR "COMMISSION"</p> <p>APPROVED AS TO FORM:</p> <p>BY:  JOHN P. DOERING COUNSEL STANISLAUS COUNTY CHILDREN AND FAMILIES COMMISSION</p>	<p>STANISLAUS COUNTY COMMUNITY SERVICES AGENCY - FOOD STAMP</p> <p>BY:  CHRISTINE APPLGATE DIRECTOR "CONTRACTOR"</p> <p>APPROVED AS TO FORM:</p> <p>BY:  Carrie M. Stephens Deputy County Counsel</p>
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APPROVED PER THE CHILDREN AND FAMILIES COMMISSION ITEM No. V-C-1, DATED 05/25/2010.

Exhibit A
Scope of Work
Fiscal Year 2010/2011
Stanislaus County Community Services Agency
Food Stamp Outreach and Enrollment Program

1. Program Description

At a matching ratio of approximately \$0.15 on the dollar, \$50,000 of Prop 10 resources will be used to leverage federal funds totaling approximately \$333,333 to:

- Support a county-wide outreach effort to inform residents of the eligibility requirements for the Federal Food Stamp Program
- Increase access to healthy food
- Assist residents with completing applications, quarterly reports and annual redeterminations for the Federal Food Stamp Program
- Educate families about healthy food choices

Public and private community based organizations, selected through a request for proposals process, will provide outreach and enrollment assistance activities.

2. Strategies & Activities

- Issue a Request for Proposals and select public and private community based organizations to provide the following services related to the Federal Food Stamp Program to children 0 through age 5 and their families who are residents of Stanislaus County:
 - Eligibility criteria
 - Access
 - Local retailers
 - Assistance with Applications, quarterly reporting, and annual redeterminations
 - Nutrition education and educating families about healthy food choices
- Encourage "farmers markets" to accept food stamps
- Recommend and assist with selecting contractor trainings sponsored by Commission
- Assist the Commission with selecting a comprehensive data reporting system
- Provide cultural competency training to providers' staff

3. Alignment with the Commission's Strategic Plan

Result Area: Improved Family Functioning

Goal 1: Increase community capacity to support safe families

Objective 1.4: Increase family resiliency capacity (knowledge, skills, and awareness) to promote healthy development and safety

Planned Outcome: Families are aware of Food Stamp options/eligibility

Result Area: Improved Child Health

Goal 3: Children are born healthy and stay healthy

Objective 3.2: Increase community awareness and response to child health issues (obesity)

Planned Outcome: Families are more aware of healthy eating and nutrition information

Result Area: Sustainable Systems

Goal 4: Sustainable and coordinated systems in place that promote the well-being of children 0-5

Objective 4.1: Improve collaboration, coordination, and utilization of limited resources
Planned Outcome: Outreach efforts for a wide variety of community/social services are combined and coordinated with Food Stamp outreach

Result Area: Sustainable Systems

Goal 4: Sustainable and coordinated systems in place that promote the well-being of children 0-5

Objective 4.2: Increase the resources and community assets leveraged within the county

Planned Outcome: An increased number of family information and referral sites will have the capacity to assist families with the Food Stamp application and redetermination process.

Planned Outcome: Families throughout the county receive Food Stamp application, quarterly reporting, and redetermination assistance

Result Area: Sustainable Systems

Goal 4: Sustainable and coordinated systems in place that promote the well-being of children 0-5

Objective 4.3: Increase in resources coming into Stanislaus County, as a result of leveraged dollars

Planned Outcome: The number of families with children ages 0-5 receiving Food Stamps will increase in Stanislaus County. The value of Federal Food Stamps issued to families with children 0-5 will increase.

4. Eligibility/Areas Served

Expenditures made under this contract shall target children 0 through age 5 and their families who are residents of Stanislaus County.

5. Reports and Contract Monitoring

- a) Contractor shall report quarterly to Commission Program Evaluator and Program Monitor using SCOARRS forms or other forms provided by the Commission.
 - i. All quarterly forms (reports) are due according to the following schedule:
 - Quarter 1 (July-September): Friday, October 29, 2010
 - Quarter 2 (October-December): Friday, January 28, 2011
 - Quarter 3 (January-March): Friday, April 29, 2011
 - Quarter 4 (April-June): Friday, July 29, 2011
- b) Contractor shall have a representative attend all Commission's Quarterly Contractor Meetings.
- c) Contractor shall participate in an activity and/or assessment regarding collaboration efforts and outcomes.
- d) Contractor shall participate in site visits with Commission staff twice yearly. Contractor shall also meet periodically with a Commission representative upon the reasonable request of the Commission to discuss, review, and evaluate program activities.
- e) Contractor shall submit to Commission Program Evaluator and Program Monitor an annual report in the format provided by the Commission.
- f) Contractor will enter data into a Commission approved database (currently PEDS) a minimum of once a quarter, due according to the following schedule:
 - Quarter 1 (July-September): Friday, October 29, 2010
 - Quarter 2 (October-December): Friday, January 28, 2011
 - Quarter 3 (January-March): Friday, April 29, 2011
 - Quarter 4 (April-June): Friday, July 29, 2011

- g) Contractor will assist in the monitoring and evaluation of the program according to this Scope of Work (Exhibit A), SCOARRS, and through the use of Commission approved evaluation instruments and processes.

6. Evaluation

- a) Contractor shall collect data/information to report in annual report, which may include the following areas:
 - i. Leveraging
 - ii. Linkages/collaboration
 - iii. Best practices/evidence-based practices
 - iv. Cultural proficiency
 - v. Community feedback
 - vi. Evaluation capacity
 - vii. Response to prior evaluation recommendations
 - viii. Contract compliance issues
 - ix. Financial management
 - x. Outcomes/results

- b) Contractor shall participate in the evaluation of the program and its contribution towards the goals within the Commission's Strategic Plan. Participation shall include working with Commission staff to submit an evaluation plan in the form of SCOARRS (or other format given) that aligns the program outcomes and measures with the Strategic Plan.

7. Sustainability Plan

- a) Contractor shall develop a sustainability plan and submit the plan to the Commission on or before Friday, October 29, 2010.
- b) Contractor shall report activities and progress made on the Sustainability Plan. This report shall be submitted with the Annual Report in August of 2011.

8. Customer Satisfaction / Employee Survey

- a) Contractor shall develop and conduct a customer satisfaction survey during the second and fourth quarters of the Fiscal Year.
 - i. Contractor will compile and report survey results by Friday, January 28, 2011 (for Quarter 2 survey) and Friday, July 29, 2011 (for Quarter 4 survey).
- b) Contractor will develop and conduct an employee satisfaction survey annually.
 - i. Contractor will compile and report survey results into the program's annual report described in Section 4e.



2010-2011

**Stanislaus County
Outcomes and Results Reporting Sheet
(SCOARRS)**

Date:

Agency: Stanislaus County Community Services Agency
Program Name: Food Stamp Outreach and Enrollment Program

Prepared by:
Phone Number:
Email:

Reporting for Quarter:

- 1st Quarter
- 2nd Quarter
- 3rd Quarter
- 4th Quarter

PLANNED OUTCOMES	STRATEGIES/MILESTONES	INDICATORS – CURRENT QUARTER (PROGRESS)	INDICATORS – CUMULATIVE (PROGRESS)	NARRATIVE (ONLY IF NEEDED & SPECIFIC TO THE INDICATOR)
1. Families are aware of Food Stamp options/eligibility Families are more aware of healthy eating and nutrition information	1. Designated public and private community based organizations will provide information, in English and Spanish, to families with children 0-5 about Food Stamps and enrollment options. Families will also receive information about healthy eating and nutrition from sources such as USDA, Public Health, and WIC.	a. <input type="text"/> # families received information about Food Stamps and enrollment options	a. <input type="text"/> # families received information about Food Stamps and enrollment options	

_____ (#) families with children 0-5 will receive information about Food Stamps and enrollment options

_____ (#) families with children 0-5 will receive information about healthy eating and nutrition

b. # families received information about healthy eating and nutrition

b. # families received information about healthy eating and nutrition

2. Outreach efforts for a wide variety of community/social services will be combined and coordinated with Food Stamp outreach

2. Outreach opportunities targeted at families with children 0-5 years of age throughout Stanislaus County will be identified, selected and attended by representatives from designated public and private community based organizations. Information in both Spanish and English will be provided at each outreach event, including, but not limited to nutrition education about health food choices and nutrition and the Food Stamp Program (benefits, eligibility criteria, options for program access, local retailers). Application assistance will also be provided. The number of families reached will be estimated by contacting event organizers and/or sign-in sheets.

_____ (#) events will be attended

c. # of events attended

c. # of events attended

d. estimated # families reached through events

d. estimated # families reached through events

<p>3. An increased number of family information and referral sites will have the capacity to assist families with the Food Stamp application and redetermination process.</p>	<p>3. CSA staff will provide designated family information and referral sites training on the Food Stamp application and redetermination process and C-IV Yourself, an application website.</p> <p>_____ (#) sites will be provided training and have the capacity to assist families with the Food Stamp application and redetermination process</p>	<p>e. <input type="text"/> # of sites provided training</p>	<p>e. <input type="text"/> # of sites provided training</p>	
<p>4. Families throughout the county receive Food Stamp application, quarterly reporting, and redetermination assistance</p>	<p>4. Designated family information and referral sites will provide families with children 0-5 web based application assistance for Food Stamps (via CI-IV Yourself), assistance with quarterly reporting, and annual redeterminations</p>	<p>f. <input type="text"/> # of families who completed Food Stamp applications</p>	<p>f. <input type="text"/> # of families assisted with Food Stamp applications</p>	
	<p>_____ (#) families with children 0-5 will be assisted with and complete Food Stamp applications</p>	<p>g. <input type="text"/> # of families assisted with quarterly reporting</p>	<p>g. <input type="text"/> # of families assisted with quarterly reporting</p>	
	<p>_____ (#) families with children 0-5 will be assisted with quarterly reporting</p>	<p>h. <input type="text"/> # of families assisted with annual redeterminations</p>	<p>h. <input type="text"/> # of families assisted with annual redeterminations</p>	
<p>_____ (#) families with children 0-5 will be assisted with annual redeterminations</p>	<p>i. f / a = <input type="text"/> % of families receiving Food Stamps information who completed an application</p>	<p>i. f / a = <input type="text"/> % of families receiving Food Stamps information who completed an application</p>		
<p>5. The number of families with children 0-5 receiving Food Stamps in Stanislaus County will increase</p>	<p>5. Through the outreach and assistance efforts of the Food Stamp Outreach and Enrollment Program, there will be an increase in the number of children 0-5</p>		<p>j. <input type="text"/> # of children 0-5 in Stanislaus County eligible for Food Stamps as of 7/1/10</p>	

<p>The value of Federal Food Stamps issued to families with children 0-5 in Stanislaus County will increase</p>	<p>in Stanislaus County who are eligible to receive Food Stamps actually receiving Food Stamp benefits.</p>		<p>k. <input type="text"/> # of children 0-5 in Stanislaus County receiving Food Stamps as of 7/1/10</p>	
	<p>10% increase in the number of children 0-5 who are eligible for Food Stamps actually receiving Food Stamp benefits in Stanislaus County</p>		<p>l. $k / j =$ <input type="text"/> % of children 0-5 who are eligible for Food Stamps actually receiving Food Stamp benefits in Stanislaus County as of 7/1/10</p>	
	<p>5% increase in the value of Food Stamps benefits issued to families with children 0-5.</p>	<p>m. <input type="text"/> # of new children 0-5 who are receiving Food Stamps through the Program</p>	<p>m. <input type="text"/> # of new children 0-5 who are receiving Food Stamps through the Program</p>	
			<p>n. $k - m / j =$ <input type="text"/> % increase in the number of children 0-5 who are eligible for Food Stamps actually receiving Food Stamp benefits in Stanislaus County</p>	
			<p>o. <input type="text"/> \$ value of Food Stamps benefits issued to families with children 0-5 as of 7/1/10</p>	
		<p>p. <input type="text"/> \$ additional value of Food Stamps benefits issued to families with children 0-5</p>	<p>p. <input type="text"/> \$ additional value of Food Stamps benefits issued to families with children 0-5</p>	
			<p>q. $p / o =$ <input type="text"/> % increase in the value of Food Stamps benefits issued to families with children 0-5</p>	

More Information

Additional Supporting Narrative (Only if Needed):

General Feedback, Comments or Suggestions (Only if Needed):

Resources (Staff, Funding, Materials, etc.):

At a matching ratio of approximately \$0.15 on the dollar, \$50,000 of Prop 10 resources will be used to leverage federal funds totaling approximately \$333,333. Commission funding will be used specifically to contract with public and private community based organizations, selected through a request for proposals process, that will provide outreach and enrollment assistance activities.

Resource Changes (Only if Needed):

Activities & Services:

Issue a Request for Proposals and select public and private community based organizations to provide the following services related to the Federal Food Stamp Program to children 0 through age 5 and their families who are residents of Stanislaus County:

- Eligibility criteria
- Access
- Local retailers
- Assistance with Applications, quarterly reporting, and annual redeterminations
- Nutrition education and educating families about healthy food choices

Encourage "farmers markets" to accept food stamps

Activities or Services Changes (Only if Needed):

EXHIBIT B

2010 / 2011 FISCAL YEAR BUDGET

Date: June 23, 2010

Contract (Program): Food Stamp Outreach

Contract (Agency): Stanislaus County Community Services Agency

Prepared By (Name & Number): Terri Fidalgo

DESCRIPTION	PROP 10 FUNDING	IN-KIND <i>(from Contracted Agency)</i>	OTHER CASH FUNDING <i>(Identify)</i>	TOTAL
PERSONNEL				
Salary/Wages/Benefits				\$ -
Contract Professional Services				\$ -
Subtotal Personnel Costs	\$ -	\$ -	\$ -	\$ -
SERVICES & SUPPLIES				
Advertising				\$ -
Books/Library Reference Materials				\$ -
Cash Awards/ Subsidies / Contributions				\$ -
Communication and Postage				\$ -
Dues and Subscriptions				\$ -
Equipment Rental (Specify)				\$ -
Insurance				\$ -
Meeting/Conference Expense				\$ -
Office Rent (Land, Buildings, etc.)				\$ -
Office Supplies and Materials				\$ -
Printing and Binding				\$ -
Repair and Maintenance				\$ -
Stipends				\$ -
Travel				\$ -
Contracted Services	\$ 50,000	\$ 283,333		\$ 333,333
Subtotal Services & Supplies	\$ 50,000	\$ 283,333	\$ -	\$ 333,333
FIXED ASSETS				
Buildings and Improvements				\$ -
Equipment (Specify)				\$ -
Subtotal Fixed Assets	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 50,000	\$ 283,333	\$ -	\$ 333,333

ESTIMATED QUARTERLY INVOICE TO PROP 10

July \$ -	January \$ -
August \$ -	February \$ -
September \$ 12,500	March \$ 12,500.00
October \$ -	April \$ -
November \$ -	May \$ -
December \$ 12,500	June \$ 12,500.00

TOTAL (Equals Prop 10 Funding) \$ 50,000