

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

DEPT: Community Services Agency

BOARD AGENDA # \*B-8

Urgent  Routine

AGENDA DATE December 21, 2010

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Award Agreements to Sierra Vista Child and Family Services, Center for Human Services and Catholic Charities of The Diocese of Stockton for the Provision of CalFresh (Food Stamp) Outreach and Enrollment Services

STAFF RECOMMENDATIONS:

1. Approve the award of agreements for CalFresh (Food Stamp) Outreach and Enrollment Services to Sierra Vista Child and Family Services, Center for Human Services and Catholic Charities of The Diocese of Stockton for the contract period of January 1, 2011 through June 30, 2012, in an amount not to exceed a total of \$935,717.
2. Authorize the Director of the Community Services Agency (CSA) or her Designee to sign the agreement and any amendments, not to exceed the agreement amount of \$935,717.

FISCAL IMPACT:

The agreements total \$935,717 for the period January 1, 2011 through June 30, 2012. Appropriations and estimated revenues of \$315,833 to support these agreements are included in the Agency's Fiscal Year 2010-2011 Legal Budget. Appropriations and estimated revenue for the remaining contract period will be included with the Fiscal Year 2011-2012 CSA Proposed budget submission. Funding for CalFresh (Food Stamp) Outreach and Enrollment is provided through Federal and State Food Stamp allocations that require a local match, maintenance of effort (MOE).

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BOARD ACTION AS FOLLOWS:

No. 2010-781

On motion of Supervisor Monteith, Seconded by Supervisor Chiesa

and approved by the following vote,

Ayes: Supervisors: Chiesa, Monteith, DeMartini, and Chairman Grover

Noes: Supervisors: O'Brien

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION: THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR AND PLACED ON NON-CONSENT FOR DISCUSSION AND CONSIDERATION

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

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**FISCAL IMPACT (Continued):**

Once the MOE base allocation is reached the local match must be provided at 15%; once the State General fund allocation is reached, the local match requirement is 50% to access additional federal funding.

As a result of the recent State budget passage, a two year waiver has been provided to counties that allows access to additional State and Federal funds beyond the base allocation with no additional county share. At this time, the CalFresh (Food Stamp) Outreach and Enrollment contracts can be fully supported within the new waiver base funding. Due to the uncertainty of timing on State invoicing and processes, funds previously provided by a Children and Families Commission grant award, and funds dedicated from Modesto Junior College, Yosemite Community College District to provide 15% match, are reserved pending full waiver implementation. In the event local match is required in either fiscal year it will be provided through these funding sources at the appropriate level. There will be no additional cost to the County General Fund to support this outreach and enrollment program.

**DISCUSSION:**

On July 27, 2010 the Board authorized the General Services Agency to issue a Request for Proposal (RFP) for the provision of CalFresh (Food Stamp) Outreach and Enrollment Services. CalFresh (Food Stamp) Outreach and Enrollment activities to be performed through the community-based component include providing information about the CalFresh (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 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 Community Services Agency (CSA), in partnership with the General Services Agency (GSA), issued Request for Proposal #10-35-TRS on August 20, 2010 for the provision of Food Stamp Outreach and Enrollment Services. Four proposals were received. A five-member review panel consisting of staff from the Community Services Agency, the Health Services Agency, the Chief Executive Office and San Joaquin County reviewed each proposal based on the information set forth in the Request for Proposals packet. On October 25, 2010, the four proposing agencies were notified in writing of the County's intent to award.

Effective October 2010, the Food Stamp Program in California was renamed and is now known as the CalFresh Program. Based on the review of the submitted proposals, the Agency is recommending that the Board of Supervisors award the agreements for

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CalFresh (Food Stamp) Outreach and Enrollment Services to Sierra Vista Child and Family Services for \$415,507, Center for Human Services for \$406,105 and Catholic Charities of the Diocese of Stockton for \$114,105.

**POLICY ISSUE:**

Approval to award the CalFresh (Food Stamp) Outreach and Enrollment Services contracts 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 to children and families in the community

**STAFFING IMPACT:**

Existing Community Services Agency staff is available to support the community partnerships to provide CalFresh (Food Stamp) Outreach and Enrollment Services to the children and families in Stanislaus County.

**CONTACT PERSON:**

Christine C. Applegate, Director 558-2500

**COUNTY OF STANISLAUS  
COMMUNITY SERVICES AGENCY  
AGREEMENT TO PROVIDE  
CALFRESH OUTREACH AND ENROLLMENT SERVICES  
JANUARY 1, 2011 THROUGH JUNE 30, 2012**

BOARD OF SUPERVISORS

2011 JAN 19 P 1: 18

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS ("County") and CATHOLIC CHARITIES DIOCESE OF STOCKTON ("Contractor"), a non-profit corporation on January 1, 2011.

**RECITALS**

WHEREAS, the County has a need for CalFresh outreach and enrollment services; and

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

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 County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in EXHIBIT A, attached hereto and, by this reference, made a part hereof.
- 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 County 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 County 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 County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions.

**2. CONSIDERATION**

- 2.1 County shall pay Contractor as set forth in EXHIBIT A.
- 2.2 Except as expressly provided in EXHIBIT A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for 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 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County 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. County 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 County 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 Payment of all services provided in accordance with the provisions of this Agreement is contingent upon the availability of County, State and Federal funds.

3. TERM

- 3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in EXHIBIT A.
- 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.
- 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, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.
- 3.4 The County may terminate this Agreement upon thirty (30) days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.
- 3.5 County shall notify Contractor in writing within thirty (30) days of any potential Federal or State audit exception. Where findings indicate program requirements are not being met and Federal and/or State participation in this program may be imperiled, written notification will constitute County's intention to terminate this Agreement in the event corrections are not accomplished within thirty (30) days.
- 3.6 This Agreement may be terminated by County upon the giving of thirty (30) days notice of such termination because the services as determined by the Director of Stanislaus County Community Services Agency are inadequate, poorly performed, or improperly supervised. Within the thirty (30) day period, Contractor may appeal the decision of the Director of the Community Services Agency to the Board of Supervisors of Stanislaus County. The determination by the Board as to the termination shall be final.

- 3.7 Notwithstanding any other provisions of this Agreement, County may terminate the Agreement immediately:
- A. Upon receipt of evidence of probable unsafe and/or hazardous practice in the provision of services; or,
  - B. Upon loss of any license(s) required for lawful operation of Contractor's business; or,
  - C. Upon an unauthorized decrease in the required insurance in force; or,
  - D. Upon failure to make payroll payments; or,
  - E. Failure to remit payroll deductions in a timely manner to the appropriate State and Federal government; or,
  - F. Upon failure to substantially meet other financial obligations; or,
  - G. Upon service or a writ of attachment by creditors of Contractor.
- 3.8 This Agreement may be terminated by either party without cause when a thirty (30) day written notice is provided to the other party.

4. WORK SCHEDULE

Contractor is obligated to perform in a timely manner those services and work identified in EXHIBIT A. It is understood by Contractor that the performance of these services and work will require the Contractor to perform the services and work in conformance with the schedule set forth in EXHIBIT A, if any, and, if there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

5. 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 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 County.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in EXHIBIT A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in EXHIBIT A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. INSURANCE

7.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

7.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

7.1.2 Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

7.1.3 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this Agreement, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

7.2 Any deductibles, self-insured retentions or named insured must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insured, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

7.3 The Contractor shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional named insured regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of the Contractor; (b) services, products and completed operations of the Contractor; (c)

premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

- 7.4 The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.
- 7.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.
- 7.6 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 7.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.
- 7.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.
- 7.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional named insured under its insurance policies.
- 7.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance and with original endorsements effecting coverage required by this Agreement, including, without limitation, those effecting coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.
- 7.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.



- 7.12 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.

8. DEFENSE AND INDEMNIFICATION

- 8.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County 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 Contractor or Contractor's 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. Notwithstanding the foregoing, Contractor's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Contractor in contributing to such claim, damage, loss and expense.
- 8.2 Contractor's obligation to defend, indemnify and hold the County 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.
- 8.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Contractor and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

9. STATUS OF CONTRACTOR

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

- 9.2 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 County.
- 9.3 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 County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County'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 services are provided to County 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.
- 9.4 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.
- 9.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.
- 9.6 It is further understood and agreed that Contractor must issue W-2 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.
- 9.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

10. RECORDS AND AUDITS

- 10.1 Contractor shall prepare and maintain all writings, documents, and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from the termination or completion of this Agreement or until such records and their supporting documentation are released due to closure of Federal/State audit, whichever is longer. This includes any handwriting, typewriting, printing, photostatic, photographing, 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.
- 10.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.

- 10.3 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.
- 10.4 County shall have the right to audit all billings and records of the Contractor related to this Agreement as required by State law. An independent public accountant can be appointed by County.
- 10.5 Contractor agrees that its financial records shall contain itemized records of all costs and be available for inspection in Stanislaus County within three (3) working days of the request by the County, State or Federal agencies.
- 10.6 Monitoring by County may be accomplished by the following means: field reviews, audit claims, monthly review of records, etc.
- 10.7 Contractor shall be responsible for the procurement and performance of a fiscal and compliance audit annually. Entities receiving in excess of \$500,000 in Federal funds must comply with the Single Audit Act of 1984, PL 98-502 and the Single Audit Amendments of 1996, P.L. 104-156. All audits must be performed in accordance with Government Audit standards as set forth in the Guidelines for Financial and Compliance Audits for Federally Assisted Programs, Activities, and Functions, and the provisions of OMB Circular A-133 as this applies to the auditing of states, local governments, institutions of higher education and non-profit.
- 10.8 The annual audit requirement is replaced with a biennial audit covering the most recent fiscal year if all of the following apply:
  - A. The total County Agreement expenditures, from all funding sources, during the fiscal year, are less than \$100,000
  - B. The Contractor is in compliance with all other Agreement requirements
  - C. An audit was performed on one of the preceding two years in accordance with Government Auditing Standards and a copy of the report and any management letter has been submitted to County
    - 1) The auditor's opinion on the financial statement and the schedule of federal awards (if applicable) were unqualified
    - 2) There were no deficiencies in internal control over financial reporting that were identified as material weaknesses under the requirements of Government Auditing Standards
    - 3) None of the state or federal programs had audit findings in the preceding year that were classified as:
      - a. Material weaknesses in the internal control over compliance
      - b. Noncompliance with the provisions of laws, regulations, contracts, or grant agreements that had a material effect on the program

c. Known or likely questioned costs

D. The audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.

10.9 Contractor shall include in all fiscal audit reports an opinion which indicates whether program expenditures are allowable pursuant to the provisions of 45 CFR, Part 74, and all applicable State and Federal guidelines, policies and procedures.

10.10 Expenses incurred by Contractor to provide for the performance of an audit to satisfy said requirements are an allowable Agreement cost. Contractor is responsible for ensuring that the appropriate portion of audit costs are included with its total executed Agreement funds.

10.11 Contractor is responsible for submitting to County an audit report, prepared in accordance with said requirements, within one hundred twenty (120) days of the end of the Contractor's fiscal year.

11. CONFIDENTIALITY

Contractor shall comply and require its officers and employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code (WIC) and Division 19 of the California Department of Social Services Manual of Policies and Procedures to assure that:

11.1 Any and all information pertaining to the administration of public social services, for which grants in aid are received will be confidential and will not be open to examination for any purpose not directly connected with the administration of public social services.

11.2 No person will publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.

11.3 Contractor shall inform all of its employees, agents, subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of misdemeanor.

11.4 Contractor, as an agent of Stanislaus County, shall be in compliance with the privacy and security safeguards agreement titled Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services and the County of Stanislaus, Community Services Agency located at <http://www.stanworks.com/other-services/medi-cal-data-privacy-and-security-agreement.pdf>.

12. NONDISCRIMINATION

12.1 During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity,

including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements.

12.2 Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

12.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

13. ASSIGNMENT

13.1 This is an agreement for the services of Contractor. County 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 County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13.2 Any working agreements, memoranda of understanding, or subcontracts let as a result of this Agreement shall adhere to the terms contained in this Agreement and shall be submitted to County prior to their commencement.

14. 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.

15. 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 County 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 County: County of Stanislaus  
Community Services Agency  
Attention: Contracts Manager  
PO Box 42  
Modesto, CA 95353

To Contractor: Catholic Charities Diocese of Stockton  
Attention: Elvira Ramirez  
1106 North El Dorado Street  
Stockton, CA 95202

16. 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.

17. 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.

18. 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.

19. ADVICE 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.

20. 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 not be 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.

21. 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 venue in the County of Stanislaus, State of California.

22. GENERAL ACCOUNTABILITY

22.1 In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency.

22.2 In the event of any State hearings, cash grant award or lawsuit award resulting from Contractor's failure to perform as required by this Agreement, reimbursement shall be made to the damaged party by Contractor.

22.3 Additional costs to County for maintaining any portion of the Agreement as a result of Contractor's failure to perform, as required by this Agreement, are subject to recoupment by County through withholding from billings or any other form of legal action.

23. CODE OF ETHICS

Contractor shall uphold the following Code of Ethics:

- Professional Conduct: Employees of Contractor will abide by all applicable laws, regulations, policies and procedures in the delivery of all services. Professional staff of Contractor will also abide by specific codes of ethics prescribed by the professional organizations which set standards for their profession.
- Quality of Service: Employees of Contractor will promote the goals of the program, which includes enhancement of participant self esteem, by providing quality service which demonstrates knowledge of the respect for participant needs.
- Respect and Courtesy: Employees of Contractor will conduct all activities with respect and courtesy for participants.
- Propriety: Employees of Contractor will not make use of their position or relationship with clients for personal gain.
- Positive Representation: Employees of Contractor will not behave in any manner that will bring discredit to his/her professional status and reputation or to the program.

24. STATE ENERGY CONSERVATION PLAN

Contractor agrees to recognize the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan Title 23, California Administrative Code, as required by the U.S. Energy, Policy and Conservation Act (P.L. 94-165).

25. COPYRIGHT ACCESS

County, CDSS, and the United States Department of Health and Human Services shall have a royalty free nonexclusive and irrevocable license to publish, translate, or use, now or hereafter, all material developed under this Agreement including those covered by copyright.

26. CONVICTION OF CRIME

- 26.1 Contractor shall immediately notify County concerning the arrest and/or subsequent conviction, for other than minor traffic offenses, of any paid employee and/or volunteer staff assigned to provide services under this Agreement, when such information becomes known to Contractor.
- 26.2 Contractor agrees not to knowingly employ any person convicted of any crime involving abuse, neglect, violence, or sexual conduct involving or perpetrated upon a minor, or an adult person or who has been convicted of any felony.
- 26.3 Contractor shall establish a procedure acceptable to County to ensure that all employees or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.1

through 11165.6. Contractor shall require each employee, volunteer, consultant, subcontractor or agency to sign a statement that he or she knows of the reporting requirements as defined in Penal Code Section 11166(a) and will comply with the provisions of the code section.

27. MATCHING FUNDS

These funds are not available for matching unless certified by County.

28. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

28.1 County and Contractor recognize that Federal assistance funds will be used under the terms of this Agreement. For purposes of this paragraph, Contractor will be referred to as the "prospective recipient".

28.2 This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

- A. The prospective recipient of Federal assistance funds certifies by entering this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. The prospective recipient of funds agrees by entering this Agreement, that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Federal department or agency with which this transaction originated.
- C. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.
- D. The prospective recipient shall provide immediate written notice to County if at any time prospective recipient learns that its certification in paragraph 28 of this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The prospective recipient further agrees that by entering this Agreement, it will include a clause identical to paragraph 28 of this Agreement and titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- F. The certification in paragraph 28 of this Agreement is a material representation of fact upon which reliance was placed by County when this transaction was entered into.



29. COMPLIANCE WITH FALSE CLAIMS ACT

29.1 Contractor shall notify County immediately upon discovery of any employee of Contractor, any subcontractor, agent or other persons providing services, on behalf of Contractor who are placed on the State's Medi-Cal Suspended and Ineligible Provider List. Any employee of Contractor, any subcontractor, agent or other persons providing services on behalf of Contractor, who is placed on the Medi-Cal Suspended and Ineligible Provider List shall not provide services to County under this Agreement. This list is available on the Internet at [www.medi-cal.ca.gov](http://www.medi-cal.ca.gov).

29.2 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Contractor shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Contractor the policies and procedures related to the Federal and State False Claims Act. Contractor agrees that it has received a copy of the False Health Care Claims Policy approved by the Stanislaus County Board of Supervisors on May 8, 2007 and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor will adhere to these policies and procedures.

30. 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 is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.



This Agreement has been signed by the parties or their duly authorized representatives to become effective as of the date referenced on the first page.

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

**APPROVED AS TO CONTENT:  
COUNTY OF STANISLAUS  
COMMUNITY SERVICES AGENCY**

**CATHOLIC CHARITIES  
DIOCESE OF STOCKTON**

By: Christine C. Applegate  
Christine C. Applegate

By: Elvira Ramirez  
Elvira Ramirez

Title: Director

Title: Director

Dated: 12/23/10

Dated: 12/9/10

**APPROVED AS TO FORM:  
COUNTY COUNSEL  
JOHN P. DOERING**

**COUNTY PURCHASING DEPARTMENT**

By: Canul

By: KDB  
Title: Purchasing Agent

Title: Deputy County Counsel

Dated: 12/17/10

Dated: 1-12-11

**COUNTY OF STANISLAUS**

Approved per BOS Item #: 2010-781

Dated: 12/21/10

**CATHOLIC CHARITIES DIOCESE OF STOCKTON  
AGREEMENT TO PROVIDE  
CALFRESH OUTREACH AND ENROLLMENT SERVICES  
JANUARY 1, 2011 THROUGH JUNE 30, 2012**

I. SCOPE OF WORK:

A. Contractor shall provide the following in both English and Spanish:

1. Perform outreach activities inform residents of Stanislaus County of the eligibility requirements for the Federal Supplemental Nutrition Assistance Program (SNAP), formerly known as the Food Stamp Program.
2. Assist with completing applications, quarterly reports and annual redeterminations for the Federal SNAP Program.
3. Promote nutrition information and educating families about healthy food choices leading to improved health outcomes for children.

B. County shall provide CalFresh Eligibility Training to Contractor.

II. INSURANCE:

County shall waive the Contractor's use of a California admitted insurance company with a Best's Key Rating Guide rating of at least A-II Insurance requirement set forth in Section 7.8 of the body of this Agreement.

III. COMPENSATION:

Contractor shall be compensated for the services provided under this Agreement as follows:

A. Costs:

1. The maximum amount of this Agreement for the period January 1, 2011, through June 30, 2012, shall not exceed \$114,105.
2. This is a cost reimbursement Agreement. Contractor shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT B, which is hereby incorporated by reference and made a part hereof, or as the budget is thereafter amended or obligated.

B. Contractor shall make no charge to the recipient and shall collect no share of cost.

C. This Agreement shall be effective January 1, 2011, through June 30, 2012.

D. Contractor agrees that the costs to be charged to County for contracted services for the term of this Agreement includes all allowable Contractor costs, both indirect and direct, relative to this Agreement.

E. Costs must conform with Federal costs regulation: OMB Circular A-87, A Guide for State and Local Government Agencies, 48 CFR, Part 31, Subpart 31.2 (for profit agencies), and OMB Circular A-122 (for nonprofit agencies). All equipment purchased by Contractor must be depreciated in accordance with 45 CFR 95.705. All equipment, materials, supplies or property of any kind purchased from funds reimbursed or furnished by County under the terms of this Agreement shall be fully consumed or aged out in the course of the Agreement/program. County reserves the right to physically reclaim any/all such property at the conclusion of the Agreement in accordance with 45 Code of Federal Regulations, Part 74, Administration of Grants.

F. County shall not be required to purchase any definite amount of services nor does County guarantee to Contractor any minimum amount of funds or hours.

G. Billings:

1. Contractor shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for **January 2011 through April 2011 services. Billings for service months of May and June 2011 are as follows:**

**May 2011 is due June 7, 2011  
June 2011 is due June 14, 2011**

2. Contractor shall submit billing, in a County specified format, within twenty (20) days following the end of service month, for **July 2011 through April 2012 services. Billings for the service months of May and June 2012 are as follows:**

**May 2012 is due June 7, 2012  
June 2012 is due June 15, 2012**

Billing requirements are subject to change and the Contractor will be notified in writing.

3. Billings will be submitted to:

Stanislaus County Community Services Agency  
Attention: Accounts Payable Supervisor, F3A  
P.O. Box 42  
Modesto, CA 95353-0042  
(209) 558-2217

4. Supporting documentation shall accompany each invoice: copies of employee time studies/time cards documenting actual time dedicated to these agreement services, supporting payroll and fringe benefit journals, copies receipts/invoices of all Contractor operational costs billed to this Agreement.

H. Payments:

1. If the conditions set forth in this Agreement are met County shall pay, on or before the thirtieth (30th) day after receipt of the billing, the sum of money

claimed by the approved billings, (less any credit due County for adjustments of prior billing). If the conditions are not met, County shall pay when the necessary processing is completed.

2. County will not pay for unauthorized services rendered by Contractor or for the claimed services which County monitoring shows have not been provided as authorized.
3. Payment for travel must be in accordance with County Travel Policy located at <http://www.stancounty.com/auditor/internal-audit-division.shtm>.
4. County retains the right to withhold payment on disputed claims.
5. Final payment under Agreement may be held until a termination audit is completed or until receipt of Contractor's annual narrative report.

#### IV. REPORTING:

In addition to monthly invoice Contractor shall submit reports or other data as required by County including, but not limited to:

##### A. QUARTERLY

1. SCOARRS – Contractor shall submit the SCOARRS, EXHIBIT C, to County. All quarterly forms (reports) shall be due according to the following schedule:
  - Year 1:
    - Quarter 3 (January – March): April 15, 2011
    - Quarter 4 (April – June): July 15, 2011
  - Year 2:
    - Quarter 1 (July – September): October 15, 2011
    - Quarter 2 (October – December): January 15, 2012
    - Quarter 3 (January – March): April 15, 2012
    - Quarter 4 (April – June): July 15, 2012
2. Contractor shall enter data into a CFC approved database (currently PEDS) a minimum of once a quarter, due according to the following schedule:
  - Year 1:
    - Quarter 3 (January – March): April 15, 2011
    - Quarter 4 (April – June): July 15, 2011
  - Year 2:
    - Quarter 1 (July – September): October 15, 2011
    - Quarter 2 (October – December): January 15, 2012
    - Quarter 3 (January – March): April 15, 2012
    - Quarter 4 (April – June): July 15, 2012
3. Receipt of the reports is required in order to make payment to Contractor. County shall provide the Contractor with the forms via email and/or hard copy.

4. Contractor shall have a representative attend all quarterly CSA StanWORKs Advisory meetings.

B. ANNUAL

1. Contractor shall submit to County Program Monitor an annual report in the format provided by County, which shall include the following:
  - a. Leveraging
  - b. Linkages/collaboration
  - c. Best practices/evidence-based practices
  - d. Cultural proficiency
  - e. Community feedback
  - f. Evaluation capacity
  - g. Response to prior evaluation recommendations
  - h. Contract compliance issues
  - i. Financial management
  - j. Outcomes/results
2. Result of Contractor Customer Satisfaction Survey – Contractor shall develop and conduct customer satisfaction surveys during the 2<sup>nd</sup> and 4<sup>th</sup> quarter of each fiscal year and submit a summary report of the results of the Contractor's Customer Satisfaction Survey.

- C. Contractor shall submit all reporting via email to the following:

Sysvanh Kabkeo at: [KABKEOS@stancounty.com](mailto:KABKEOS@stancounty.com)  
and [CSAReport@stancounty.com](mailto:CSAReport@stancounty.com)

- D. County shall notify Contractor of any form and/or submittal procedure changes.

V. MONITORING:

- A. Contractor shall participate in site visits.
- B. Contractor shall meet periodically with County representatives upon reasonable request of the County to discuss, review and evaluate program activities as required in the awarded contract.
- C. Contractor shall assist in the monitoring and evaluation of the program according to the scope of work, SCOARRS and through the use of County approved evaluation instruments and process.

**CATHOLIC CHARITIES DIOCESE OF STOCKTON  
AGREEMENT TO PROVIDE  
CALFRESH OUTREACH AND ENROLLMENT SERVICES  
JANUARY 1, 2011 THROUGH JUNE 30, 2012  
AGREEMENT BUDGET**

<u>BUDGET CATEGORY</u>	<u>TOTAL</u>
Personal Services	
Salaries	\$ 62,403
Fringe Benefits (Invoice actual employer paid only)	23,402
Total Personal	\$85,805
Operating Expenses	\$28,300
Indirect (10% of Salaries & Benefits)	\$0
<b>Total Costs</b>	<b><u>\$114,105</u></b>

**CATHOLIC CHARITIES DIOCESE OF STOCKTON  
AGREEMENT TO PROVIDE  
CALFRESH OUTREACH AND ENROLLMENT SERVICES  
JANUARY 1, 2011 THROUGH JUNE 30, 2011  
AGREEMENT BUDGET**

<u>BUDGET CATEGORY</u>	<u>TOTAL</u>
Personal Services	
Salaries	\$ 20,393
Fringe Benefits (Invoice actual employer paid only)	7,648
Total Personal	\$28,041
Operating Expenses	\$8,480
Indirect (10% of Salaries & Benefits)	\$0
<b>Total Costs</b>	<b><u>\$36,521</u></b>



**CATHOLIC CHARITIES DIOCESE OF STOCKTON  
 AGREEMENT TO PROVIDE  
 CALFRESH OUTREACH AND ENROLLMENT SERVICES  
 JULY 1, 2011 THOUGH JUNE 30, 2012  
 AGREEMENT BUDGET**

<u>BUDGET CATEGORY</u>	<u>TOTAL</u>
Personal Services	
Salaries	\$ 42,010
Fringe Benefits (Invoice actual employer paid only)	15,754
Total Personal	\$57,764
Operating Expenses	\$19,820
Indirect (10% of Salaries & Benefits)	\$0
<b>Total Costs</b>	<b><u>\$77,584</u></b>



## 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:

- 1<sup>st</sup> Quarter
- 2<sup>nd</sup> Quarter
- 3<sup>rd</sup> Quarter
- 4<sup>th</sup> 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.  _____ (#) 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	a. <input type="checkbox"/> # families received information about Food Stamps and enrollment options	a. <input type="checkbox"/> # families received information about Food Stamps and enrollment options	
		b. <input type="checkbox"/> # families received information about healthy eating and nutrition	b. <input type="checkbox"/> # families received information about healthy eating and nutrition	

<p>2. Outreach efforts for a wide variety of community/social services will be combined and coordinated with Food Stamp outreach</p>	<p>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.</p> <p>_____ (#) events will be attended</p>	<p>c. <input type="text"/> # of events attended</p>	<p>c. <input type="text"/> # of events attended</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>_____ (#) families with children 0-5 will be assisted with and complete Food Stamp applications</p> <p>_____ (#) families with children 0-5 will be assisted with quarterly reporting</p> <p>_____ (#) families with children 0-5 will be assisted with 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>g. <input type="text"/> # of families assisted with quarterly reporting</p>	<p>g. <input type="text"/> # of families 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>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>	

## More Information

**Additional Supporting Narrative (Only if Needed):**

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

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

**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):**

**COUNTY OF STANISLAUS  
COMMUNITY SERVICES AGENCY  
AGREEMENT TO PROVIDE  
CALFRESH OUTREACH AND ENROLLMENT SERVICES  
JANUARY 1, 2011 THROUGH JUNE 30, 2012**

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS ("County") and **CENTER FOR HUMAN SERVICES** ("Contractor"), a California non profit corporation on January 1, 2011.

**RECITALS**

WHEREAS, the County has a need for CalFresh outreach and enrollment services; and

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

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 County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in EXHIBIT A, attached hereto and, by this reference, made a part hereof.
- 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 County 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 County 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 County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions.

2. CONSIDERATION

- 2.1 County shall pay Contractor as set forth in EXHIBIT A.
- 2.2 Except as expressly provided in EXHIBIT A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for 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 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County 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. County 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 County 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 Payment of all services provided in accordance with the provisions of this Agreement is contingent upon the availability of County, State and Federal funds.

3. TERM

- 3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in EXHIBIT A.
- 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.
- 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, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.
- 3.4 The County may terminate this Agreement upon thirty (30) days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.
- 3.5 County shall notify Contractor in writing within thirty (30) days of any potential Federal or State audit exception. Where findings indicate program requirements are not being met and Federal and/or State participation in this program may be imperiled, written notification will constitute County's intention to terminate this Agreement in the event corrections are not accomplished within thirty (30) days.
- 3.6 This Agreement may be terminated by County upon the giving of thirty (30) days notice of such termination because the services as determined by the Director of Stanislaus County Community Services Agency are inadequate, poorly performed, or improperly supervised. Within the thirty (30) day period, Contractor may appeal the decision of the Director of the Community Services Agency to the Board of Supervisors of Stanislaus County. The determination by the Board as to the termination shall be final.

3.7 Notwithstanding any other provisions of this Agreement, County may terminate the Agreement immediately:

- A. Upon receipt of evidence of probable unsafe and/or hazardous practice in the provision of services; or,
- B. Upon loss of any license(s) required for lawful operation of Contractor's business; or,
- C. Upon an unauthorized decrease in the required insurance in force; or,
- D. Upon failure to make payroll payments; or,
- E. Failure to remit payroll deductions in a timely manner to the appropriate State and Federal government; or,
- F. Upon failure to substantially meet other financial obligations; or,
- G. Upon service or a writ of attachment by creditors of Contractor.

3.8 This Agreement may be terminated by either party without cause when a thirty (30) day written notice is provided to the other party.

4. WORK SCHEDULE

Contractor is obligated to perform in a timely manner those services and work identified in EXHIBIT A. It is understood by Contractor that the performance of these services and work will require the Contractor to perform the services and work in conformance with the schedule set forth in EXHIBIT A, if any, and, if there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

5. 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 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 County.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in EXHIBIT A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in EXHIBIT A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. INSURANCE

7.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

7.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

7.1.2 Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

7.1.3 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this Agreement, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

7.2 Any deductibles, self-insured retentions or named insured must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insured, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

7.3 The Contractor shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional named insured regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of the Contractor; (b) services, products and completed operations of the Contractor; (c)



premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

- 7.4 The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.
- 7.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.
- 7.6 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 7.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.
- 7.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.
- 7.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional named insured under its insurance policies.
- 7.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance and with original endorsements effecting coverage required by this Agreement, including, without limitation, those effecting coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.
- 7.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

7.12 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.

## 8. DEFENSE AND INDEMNIFICATION

8.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County 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 Contractor or Contractor's 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. Notwithstanding the foregoing, Contractor's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Contractor in contributing to such claim, damage, loss and expense.

8.2 Contractor's obligation to defend, indemnify and hold the County 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.

8.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Contractor and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

## 9. STATUS OF CONTRACTOR

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

- 9.2 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 County.
- 9.3 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 County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County'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 services are provided to County 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.
- 9.4 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.
- 9.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.
- 9.6 It is further understood and agreed that Contractor must issue W-2 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.
- 9.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

10. RECORDS AND AUDITS

- 10.1 Contractor shall prepare and maintain all writings, documents, and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from the termination or completion of this Agreement or until such records and their supporting documentation are released due to closure of Federal/State audit, whichever is longer. This includes any handwriting, typewriting, printing, photostatic, photographing, 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.
- 10.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.

- 10.3 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.
- 10.4 County shall have the right to audit all billings and records of the Contractor related to this Agreement as required by State law. An independent public accountant can be appointed by County.
- 10.5 Contractor agrees that its financial records shall contain itemized records of all costs and be available for inspection in Stanislaus County within three (3) working days of the request by the County, State or Federal agencies.
- 10.6 Monitoring by County may be accomplished by the following means: field reviews, audit claims, monthly review of records, etc.
- 10.7 Contractor shall be responsible for the procurement and performance of a fiscal and compliance audit annually. Entities receiving in excess of \$500,000 in Federal funds must comply with the Single Audit Act of 1984, PL 98-502 and the Single Audit Amendments of 1996, P.L. 104-156. All audits must be performed in accordance with Government Audit standards as set forth in the Guidelines for Financial and Compliance Audits for Federally Assisted Programs, Activities, and Functions, and the provisions of OMB Circular A-133 as this applies to the auditing of states, local governments, institutions of higher education and non-profit.
- 10.8 The annual audit requirement is replaced with a biennial audit covering the most recent fiscal year if all of the following apply:
- A. The total County Agreement expenditures, from all funding sources, during the fiscal year, are less than \$100,000
  - B. The Contractor is in compliance with all other Agreement requirements
  - C. An audit was performed on one of the preceding two years in accordance with Government Auditing Standards and a copy of the report and any management letter has been submitted to County
    - 1) The auditor's opinion on the financial statement and the schedule of federal awards (if applicable) were unqualified
    - 2) There were no deficiencies in internal control over financial reporting that were identified as material weaknesses under the requirements of Government Auditing Standards
    - 3) None of the state or federal programs had audit findings in the preceding year that were classified as:
      - a. Material weaknesses in the internal control over compliance
      - b. Noncompliance with the provisions of laws, regulations, contracts, or grant agreements that had a material effect on the program

c. Known or likely questioned costs

D. The audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.

10.9 Contractor shall include in all fiscal audit reports an opinion which indicates whether program expenditures are allowable pursuant to the provisions of 45 CFR, Part 74, and all applicable State and Federal guidelines, policies and procedures.

10.10 Expenses incurred by Contractor to provide for the performance of an audit to satisfy said requirements are an allowable Agreement cost. Contractor is responsible for ensuring that the appropriate portion of audit costs are included with its total executed Agreement funds.

10.11 Contractor is responsible for submitting to County an audit report, prepared in accordance with said requirements, within one hundred twenty (120) days of the end of the Contractor's fiscal year.

11. CONFIDENTIALITY

Contractor shall comply and require its officers and employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code (WIC) and Division 19 of the California Department of Social Services Manual of Policies and Procedures to assure that:

11.1 Any and all information pertaining to the administration of public social services, for which grants in aid are received will be confidential and will not be open to examination for any purpose not directly connected with the administration of public social services.

11.2 No person will publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.

11.3 Contractor shall inform all of its employees, agents, subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of misdemeanor.

11.4 Contractor, as an agent of Stanislaus County, shall be in compliance with the privacy and security safeguards agreement titled Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services and the County of Stanislaus, Community Services Agency located at <http://www.stanworks.com/other-services/medi-cal-data-privacy-and-security-agreement.pdf>.

12. NONDISCRIMINATION

12.1 During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity,

including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements.

12.2 Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

12.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

13. ASSIGNMENT

13.1 This is an agreement for the services of Contractor. County 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 County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13.2 Any working agreements, memoranda of understanding, or subcontracts let as a result of this Agreement shall adhere to the terms contained in this Agreement and shall be submitted to County prior to their commencement.

14. 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.

15. 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 County 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 County: County of Stanislaus  
Community Services Agency  
Attention: Contracts Manager  
PO Box 42  
Modesto, CA 95353

To Contractor: Center for Human Services  
Attention: Cindy Duenas  
1700 McHenry Village Way, #11  
Modesto, CA 95350

16. 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.

17. 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.

18. 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.

19. ADVICE 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.

20. 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 not be 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.

21. 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 venue in the County of Stanislaus, State of California.

22. GENERAL ACCOUNTABILITY

22.1 In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency.

22.2 In the event of any State hearings, cash grant award or lawsuit award resulting from Contractor's failure to perform as required by this Agreement, reimbursement shall be made to the damaged party by Contractor.

22.3 Additional costs to County for maintaining any portion of the Agreement as a result of Contractor's failure to perform, as required by this Agreement, are subject to recoupment by County through withholding from billings or any other form of legal action.

23. CODE OF ETHICS

Contractor shall uphold the following Code of Ethics:

- Professional Conduct: Employees of Contractor will abide by all applicable laws, regulations, policies and procedures in the delivery of all services. Professional staff of Contractor will also abide by specific codes of ethics prescribed by the professional organizations which set standards for their profession.
- Quality of Service: Employees of Contractor will promote the goals of the program, which includes enhancement of participant self esteem, by providing quality service which demonstrates knowledge of the respect for participant needs.
- Respect and Courtesy: Employees of Contractor will conduct all activities with respect and courtesy for participants.
- Propriety: Employees of Contractor will not make use of their position or relationship with clients for personal gain.
- Positive Representation: Employees of Contractor will not behave in any manner that will bring discredit to his/her professional status and reputation or to the program.

24. STATE ENERGY CONSERVATION PLAN

Contractor agrees to recognize the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan Title 23, California Administrative Code, as required by the U.S. Energy, Policy and Conservation Act (P.L. 94-165).

25. COPYRIGHT ACCESS

County, CDSS, and the United States Department of Health and Human Services shall have a royalty free nonexclusive and irrevocable license to publish, translate, or use, now or hereafter, all material developed under this Agreement including those covered by copyright.

26. CONVICTION OF CRIME

- 26.1 Contractor shall immediately notify County concerning the arrest and/or subsequent conviction, for other than minor traffic offenses, of any paid employee and/or volunteer staff assigned to provide services under this Agreement, when such information becomes known to Contractor.
- 26.2 Contractor agrees not to knowingly employ any person convicted of any crime involving abuse, neglect, violence, or sexual conduct involving or perpetrated upon a minor, or an adult person or who has been convicted of any felony.
- 26.3 Contractor shall establish a procedure acceptable to County to ensure that all employees or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.1



through 11165.6. Contractor shall require each employee, volunteer, consultant, subcontractor or agency to sign a statement that he or she knows of the reporting requirements as defined in Penal Code Section 11166(a) and will comply with the provisions of the code section.

27. MATCHING FUNDS

These funds are not available for matching unless certified by County.

28. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

28.1 County and Contractor recognize that Federal assistance funds will be used under the terms of this Agreement. For purposes of this paragraph, Contractor will be referred to as the "prospective recipient".

28.2 This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

- A. The prospective recipient of Federal assistance funds certifies by entering this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. The prospective recipient of funds agrees by entering this Agreement, that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Federal department or agency with which this transaction originated.
- C. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.
- D. The prospective recipient shall provide immediate written notice to County if at any time prospective recipient learns that its certification in paragraph 28 of this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The prospective recipient further agrees that by entering this Agreement, it will include a clause identical to paragraph 28 of this Agreement and titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- F. The certification in paragraph 28 of this Agreement is a material representation of fact upon which reliance was placed by County when this transaction was entered into.

29. COMPLIANCE WITH FALSE CLAIMS ACT

29.1 Contractor shall notify County immediately upon discovery of any employee of Contractor, any subcontractor, agent or other persons providing services, on behalf of Contractor who are placed on the State's Medi-Cal Suspended and Ineligible Provider List. Any employee of Contractor, any subcontractor, agent or other persons providing services on behalf of Contractor, who is placed on the Medi-Cal Suspended and Ineligible Provider List shall not provide services to County under this Agreement. This list is available on the Internet at [www.medi-cal.ca.gov](http://www.medi-cal.ca.gov).

29.2 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Contractor shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Contractor the policies and procedures related to the Federal and State False Claims Act. Contractor agrees that it has received a copy of the False Health Care Claims Policy approved by the Stanislaus County Board of Supervisors on May 8, 2007 and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor will adhere to these policies and procedures.

30. 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 is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.



This Agreement has been signed by the parties or their duly authorized representatives to become effective as of the date referenced on the first page.

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

**APPROVED AS TO CONTENT:  
COUNTY OF STANISLAUS  
COMMUNITY SERVICES AGENCY**

**CENTER FOR HUMAN SERVICES**

By: Christine C. Applegate  
Christine C. Applegate

By: Cindy Duenas

Title: Director

Title: Executive Director

Dated: 12/23/10

Dated: 12/8/10

**APPROVED AS TO FORM:  
COUNTY COUNSEL  
JOHN P. DOERING**

**COUNTY PURCHASING DEPARTMENT**

By: John P. Doering

By: [Signature]

Title: Deputy County Counsel

Title: Purchasing Agent

Dated: 12/7/10

Dated: 1-5-11

**COUNTY OF STANISLAUS**

Approved per BOS Item #: 2010-781

Dated: 12/21/10

**CENTER FOR HUMAN SERVICES  
AGREEMENT TO PROVIDE  
CALFRESH OUTREACH AND ENROLLMENT SERVICES  
JANUARY 1, 2011 THROUGH JUNE 30, 2012**

I. SCOPE OF WORK:

- A. Contractor shall provide the following in both English and Spanish:
  - 1. Perform outreach activities to inform residents of Stanislaus County of the eligibility requirements for the Federal Supplemental Nutrition Assistance Program (SNAP), formerly known as the Federal Food Stamp Program.
  - 2. Assist with completing applications, quarterly reports and annual redeterminations for the Federal SNAP Program.
  - 3. Promote nutrition information and educating families about healthy food choices leading to improved health outcomes for children.
- B. County shall provide CalFresh Eligibility Training to Contractor.

II. COMPENSATION:

Contractor shall be compensated for the services provided under this Agreement as follows:

- A. Costs:
  - 1. The maximum amount of this Agreement for the period January 1, 2011, through June 30, 2012, shall not exceed \$406,105.
  - 2. This is a cost reimbursement Agreement. Contractor shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT B, which is hereby incorporated by reference and made a part hereof, or as the budget is thereafter amended or obligated.
- B. Contractor shall make no charge to the recipient and shall collect no share of cost.
- C. This Agreement shall be effective January 1, 2011, through June 30, 2012.
- D. Contractor agrees that the costs to be charged to County for contracted services for the term of this Agreement includes all allowable Contractor costs, both indirect and direct, relative to this Agreement.
- E. Costs must conform with Federal costs regulation: OMB Circular A-87, A Guide for State and Local Government Agencies, 48 CFR, Part 31, Subpart 31.2 (for profit agencies), and OMB Circular A-122 (for nonprofit agencies). All equipment purchased by Contractor must be depreciated in accordance with 45 CFR 95.705. All equipment, materials, supplies or property of any kind purchased from funds reimbursed or furnished by County under the terms of this Agreement shall be fully consumed or aged out in the course of the Agreement/program. County reserves

the right to physically reclaim any/all such property at the conclusion of the Agreement in accordance with 45 Code of Federal Regulations, Part 74, Administration of Grants.

F. County shall not be required to purchase any definite amount of services nor does County guarantee to Contractor any minimum amount of funds or hours.

G. Billings:

1. Contractor shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for **January 2011 through April 2011 services. Billings for service months of May and June 2011 are as follows:**

**May 2011 is due June 7, 2011  
June 2011 is due June 14, 2011**

2. Contractor shall submit billing, in a County specified format, within twenty (20) days following the end of service month, for **July 2011 through April 2012 services. Billings for the service months of May and June 2012 are as follows:**

**May 2012 is due June 7, 2012  
June 2012 is due June 15, 2012**

Billing requirements are subject to change and the Contractor will be notified in writing.

3. Billings will be submitted to:

Stanislaus County Community Services Agency  
Attention: Accounts Payable Supervisor, F3A  
P.O. Box 42  
Modesto, CA 95353-0042  
(209) 558-2217

4. Supporting documentation shall accompany each invoice: copies of employee time studies/time cards documenting actual time dedicated to these agreement services, supporting payroll and fringe benefit journals, copies receipts/invoices of all Contractor operational costs billed to this Agreement.

H. Payments:

1. If the conditions set forth in this Agreement are met County shall pay, on or before the thirtieth (30th) day after receipt of the billing, the sum of money claimed by the approved billings, (less any credit due County for adjustments of prior billing). If the conditions are not met, County shall pay when the necessary processing is completed.

2. County will not pay for unauthorized services rendered by Contractor or for the claimed services which County monitoring shows have not been provided as authorized.

3. Payment for travel must be in accordance with County Travel Policy located at <http://www.stancounty.com/auditor/internal-audit-division.shtm>.
4. County retains the right to withhold payment on disputed claims.
5. Final payment under Agreement may be held until a termination audit is completed or until receipt of Contractor's annual narrative report.

### III. REPORTING:

In addition to monthly invoice Contractor shall submit reports or other data as required by County including, but not limited to:

#### A. QUARTERLY

1. SCOARRS – Contractor shall submit the SCOARRS, EXHIBIT C, to County. All quarterly forms (reports) shall be due according to the following schedule:
  - Year 1:
    - Quarter 3 (January – March): April 15, 2011
    - Quarter 4 (April – June): July 15, 2011
  - Year 2:
    - Quarter 1 (July – September): October 15, 2011
    - Quarter 2 (October – December): January 15, 2012
    - Quarter 3 (January – March): April 15, 2012
    - Quarter 4 (April – June): July 15, 2012
2. Contractor shall enter data into a CFC approved database (currently PEDS) a minimum of once a quarter, due according to the following schedule:
  - Year 1:
    - Quarter 3 (January – March): Friday, April 15, 2011
    - Quarter 4 (April – June): Friday, July 15, 2011
  - Year 2:
    - Quarter 1 (July – September): October 15, 2011
    - Quarter 2 (October – December): January 15, 2012
    - Quarter 3 (January – March): April 15, 2012
    - Quarter 4 (April – June): July 15, 2012
3. Receipt of the reports is required in order to make payment to Contractor. County will provide the Contractor with the forms via email and/or hard copy.
4. Contractor shall have a representative attend all quarterly CSA StanWORKs Advisory meetings.
5. Contractor shall conduct a customer satisfaction annually and compile a report of the survey results.

B. ANNUAL

1. Contractor shall submit to County Program Monitor an annual report in the format provided by the County, which shall include the following:
  - a. Leveraging
  - b. Linkages/collaboration
  - c. Best practices/evidence-based practices
  - d. Cultural proficiency
  - e. Community feedback
  - f. Evaluation capacity
  - g. Response to prior evaluation recommendations
  - h. Contract compliance issues
  - i. Financial management
  - j. Outcomes/results
2. Result of Contractor Customer Satisfaction Survey – Contractor shall develop and conduct customer satisfaction surveys during the 2<sup>nd</sup> and 4<sup>th</sup> quarter of each fiscal year and submit a summary report of the results of the Contractor's Customer Satisfaction Survey.

C. Contractor shall submit all reporting via email to the following:

Sysvanh Kabkeo at: [KABKEOS@stancounty.com](mailto:KABKEOS@stancounty.com)  
and [CSAReport@stancounty.com](mailto:CSAReport@stancounty.com)

D. County shall notify Contractor of any form and/or submittal procedure changes.

IV. MONITORING:

- A. Contractor shall participate in site visits.
- B. Contractor shall meet periodically with County representatives upon reasonable request of the County to discuss, review and evaluate program activities as required in the awarded contract.
- C. Contractor shall assist in the monitoring and evaluation of the program according to the scope of work, SCOARRS and through the use of County and approved evaluation instruments and process.

**CENTER FOR HUMAN SERVICES  
AGREEMENT TO PROVIDE  
CALFRESH OUTREACH AND ENROLLMENT SERVICES  
JANUARY 1, 2011 THROUGH JUNE 30, 2012  
AGREEMENT BUDGET**

<u>BUDGET CATEGORY</u>	<u>TOTAL</u>
Personal Services	
Salaries	\$ 208,790
Fringe Benefits (Invoice actual employer paid only)	49,588
Total Personal	\$258,378
Operating Expenses	\$33,300
Sub-Contract (Aspiranet)	\$70,675
Indirect (15% Approved Federal Rate)	\$43,752
<b>Total Costs</b>	<b><u>\$406,105</u></b>



**CENTER FOR HUMAN SERVICES  
AGREEMENT TO PROVIDE  
CALFRESH OUTREACH AND ENROLLMENT SERVICES  
JANUARY 1, 2011 THROUGH JUNE 30, 2011  
AGREEMENT BUDGET**

<u>BUDGET CATEGORY</u>	<u>TOTAL</u>
Personal Services	
Salaries	\$69,597
Fringe Benefits (Invoice actual employer paid only)	\$16,529
Total Personal	\$86,126
Operating Expenses	\$15,500
Sub-Contract (Aspiranet)	\$23,722
Indirect (15% Approved Federal Rate)	\$15,244
<b>Total Costs</b>	<b><u>\$140,592</u></b>

**CENTER FOR HUMAN SERVICES  
AGREEMENT TO PROVIDE  
CALFRESH OUTREACH AND ENROLLMENT SERVICES  
JULY 1, 2011 THROUGH JUNE 30, 2012  
AGREEMENT BUDGET**

<u>BUDGET CATEGORY</u>	<u>TOTAL</u>
Personal Services	
Salaries	\$139,194
Fringe Benefits (Invoice actual employer paid only)	33,058
Total Personal	\$172,252
Operating Expenses	\$17,800
Sub-Contract (Aspiranet)	\$46,953
Indirect (15% Approved Federal Rate)	\$28,508
<b>Total Costs</b>	<b><u>\$265,513</u></b>



## 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:

- 1<sup>st</sup> Quarter
- 2<sup>nd</sup> Quarter
- 3<sup>rd</sup> Quarter
- 4<sup>th</sup> Quarter

PLANNED OUTCOMES	STRATEGIES/MILESTONES	INDICATORS – CURRENT QUARTER (PROGRESS)	INDICATORS – CUMULATIVE (PROGRESS)	NARRATIVE (ONLY IF NEEDED & SPECIFIC TO THE INDICATOR)
<p>1. Families are aware of Food Stamp options/eligibility</p> <p>Families are more aware of healthy eating and nutrition information</p>	<p>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.</p> <p>_____ (#) families with children 0-5 will receive information about Food Stamps and enrollment options</p> <p>_____ (#) families with children 0-5 will receive information about healthy eating and nutrition</p>	<p>a. <input type="checkbox"/> # families received information about Food Stamps and enrollment options</p> <p>b. <input type="checkbox"/> # families received information about healthy eating and nutrition</p>	<p>a. <input type="checkbox"/> # families received information about Food Stamps and enrollment options</p> <p>b. <input type="checkbox"/> # families received information about healthy eating and nutrition</p>	

<p>2. Outreach efforts for a wide variety of community/social services will be combined and coordinated with Food Stamp outreach</p>	<p>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.</p> <p>_____ (#) events will be attended</p>	<p>c. <input type="text"/> # of events attended</p>	<p>c. <input type="text"/> # of events attended</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>_____ (#) families with children 0-5 will be assisted with and complete Food Stamp applications</p> <p>_____ (#) families with children 0-5 will be assisted with quarterly reporting</p> <p>_____ (#) families with children 0-5 will be assisted with 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>g. <input type="text"/> # of families assisted with quarterly reporting</p>	<p>g. <input type="text"/> # of families 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>i. <math>f / a =</math> <input type="text"/> % of families receiving Food Stamps information who completed an application</p>	<p>i. <math>f / a =</math> <input type="text"/> % of families receiving Food Stamps information who completed an application</p>	

## More Information

**Additional Supporting Narrative (Only if Needed):**

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

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

**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):**

**COUNTY OF STANISLAUS  
COMMUNITY SERVICES AGENCY  
AGREEMENT TO PROVIDE  
CALFRESH OUTREACH AND ENROLLMENT SERVICES  
JANUARY 1, 2011 THROUGH JUNE 30, 2012**

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS ("County") and **SIERRA VISTA CHILD & FAMILY SERVICES** ("Contractor"), a California non profit corporation on January 1, 2011.

**RECITALS**

WHEREAS, the County has a need for CalFresh outreach and enrollment services; and

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

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 County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in EXHIBIT A, attached hereto and, by this reference, made a part hereof.
- 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 County 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 County 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 County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions.

2. CONSIDERATION

- 2.1 County shall pay Contractor as set forth in EXHIBIT A.
- 2.2 Except as expressly provided in EXHIBIT A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for 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 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County 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. County 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 County 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 Payment of all services provided in accordance with the provisions of this Agreement is contingent upon the availability of County, State and Federal funds.

3. TERM

- 3.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in EXHIBIT A.
- 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.
- 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, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.
- 3.4 The County may terminate this Agreement upon thirty (30) days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.
- 3.5 County shall notify Contractor in writing within thirty (30) days of any potential Federal or State audit exception. Where findings indicate program requirements are not being met and Federal and/or State participation in this program may be imperiled, written notification will constitute County's intention to terminate this Agreement in the event corrections are not accomplished within thirty (30) days.
- 3.6 This Agreement may be terminated by County upon the giving of thirty (30) days notice of such termination because the services as determined by the Director of Stanislaus County Community Services Agency are inadequate, poorly performed, or improperly supervised. Within the thirty (30) day period, Contractor may appeal the decision of the Director of the Community Services Agency to the Board of Supervisors of Stanislaus County. The determination by the Board as to the termination shall be final.

- 3.7 Notwithstanding any other provisions of this Agreement, County may terminate the Agreement immediately:
- A. Upon receipt of evidence of probable unsafe and/or hazardous practice in the provision of services; or,
  - B. Upon loss of any license(s) required for lawful operation of Contractor's business; or,
  - C. Upon an unauthorized decrease in the required insurance in force; or,
  - D. Upon failure to make payroll payments; or,
  - E. Failure to remit payroll deductions in a timely manner to the appropriate State and Federal government; or,
  - F. Upon failure to substantially meet other financial obligations; or,
  - G. Upon service or a writ of attachment by creditors of Contractor.
- 3.8 This Agreement may be terminated by either party without cause when a thirty (30) day written notice is provided to the other party.

4. WORK SCHEDULE

Contractor is obligated to perform in a timely manner those services and work identified in EXHIBIT A. It is understood by Contractor that the performance of these services and work will require the Contractor to perform the services and work in conformance with the schedule set forth in EXHIBIT A, if any, and, if there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

5. 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 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 County.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in EXHIBIT A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in EXHIBIT A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.



7. INSURANCE

- 7.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:
- 7.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- 7.1.2 Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.
- 7.1.3 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this Agreement, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.
- 7.2 Any deductibles, self-insured retentions or named insured must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insured, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.
- 7.3 The Contractor shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional named insured regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of the Contractor; (b) services, products and completed operations of the Contractor; (c)

premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

- 7.4 The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.
- 7.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.
- 7.6 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 7.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.
- 7.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.
- 7.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional named insured under its insurance policies.
- 7.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance and with original endorsements effecting coverage required by this Agreement, including, without limitation, those effecting coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.
- 7.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

7.12 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.

8. DEFENSE AND INDEMNIFICATION

8.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County 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 Contractor or Contractor's 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. Notwithstanding the foregoing, Contractor's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Contractor in contributing to such claim, damage, loss and expense.

8.2 Contractor's obligation to defend, indemnify and hold the County 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.

8.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Contractor and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

9. STATUS OF CONTRACTOR

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

- 9.2 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 County.
- 9.3 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 County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County'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 services are provided to County 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.
- 9.4 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.
- 9.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.
- 9.6 It is further understood and agreed that Contractor must issue W-2 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.
- 9.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

## 10. RECORDS AND AUDITS

- 10.1 Contractor shall prepare and maintain all writings, documents, and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from the termination or completion of this Agreement or until such records and their supporting documentation are released due to closure of Federal/State audit, whichever is longer. This includes any handwriting, typewriting, printing, photostatic, photographing, 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.
- 10.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.

- 10.3 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.
- 10.4 County shall have the right to audit all billings and records of the Contractor related to this Agreement as required by State law. An independent public accountant can be appointed by County.
- 10.5 Contractor agrees that its financial records shall contain itemized records of all costs and be available for inspection in Stanislaus County within three (3) working days of the request by the County, State or Federal agencies.
- 10.6 Monitoring by County may be accomplished by the following means: field reviews, audit claims, monthly review of records, etc.
- 10.7 Contractor shall be responsible for the procurement and performance of a fiscal and compliance audit annually. Entities receiving in excess of \$500,000 in Federal funds must comply with the Single Audit Act of 1984, PL 98-502 and the Single Audit Amendments of 1996, P.L. 104-156. All audits must be performed in accordance with Government Audit standards as set forth in the Guidelines for Financial and Compliance Audits for Federally Assisted Programs, Activities, and Functions, and the provisions of OMB Circular A-133 as this applies to the auditing of states, local governments, institutions of higher education and non-profit.
- 10.8 The annual audit requirement is replaced with a biennial audit covering the most recent fiscal year if all of the following apply:
- A. The total County Agreement expenditures, from all funding sources, during the fiscal year, are less than \$100,000
  - B. The Contractor is in compliance with all other Agreement requirements
  - C. An audit was performed on one of the preceding two years in accordance with Government Auditing Standards and a copy of the report and any management letter has been submitted to County
    - 1) The auditor's opinion on the financial statement and the schedule of federal awards (if applicable) were unqualified
    - 2) There were no deficiencies in internal control over financial reporting that were identified as material weaknesses under the requirements of Government Auditing Standards
    - 3) None of the state or federal programs had audit findings in the preceding year that were classified as:
      - a. Material weaknesses in the internal control over compliance
      - b. Noncompliance with the provisions of laws, regulations, contracts, or grant agreements that had a material effect on the program

c. Known or likely questioned costs

D. The audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.

10.9 Contractor shall include in all fiscal audit reports an opinion which indicates whether program expenditures are allowable pursuant to the provisions of 45 CFR, Part 74, and all applicable State and Federal guidelines, policies and procedures.

10.10 Expenses incurred by Contractor to provide for the performance of an audit to satisfy said requirements are an allowable Agreement cost. Contractor is responsible for ensuring that the appropriate portion of audit costs are included with its total executed Agreement funds.

10.11 Contractor is responsible for submitting to County an audit report, prepared in accordance with said requirements, within one hundred twenty (120) days of the end of the Contractor's fiscal year.

11. CONFIDENTIALITY

Contractor shall comply and require its officers and employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code (WIC) and Division 19 of the California Department of Social Services Manual of Policies and Procedures to assure that:

11.1 Any and all information pertaining to the administration of public social services, for which grants in aid are received will be confidential and will not be open to examination for any purpose not directly connected with the administration of public social services.

11.2 No person will publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.

11.3 Contractor shall inform all of its employees, agents, subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of misdemeanor.

11.4 Contractor, as an agent of Stanislaus County, shall be in compliance with the privacy and security safeguards agreement titled Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services and the County of Stanislaus, Community Services Agency located at <http://www.stanworks.com/other-services/medi-cal-data-privacy-and-security-agreement.pdf>.

12. NONDISCRIMINATION

12.1 During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity,

including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements.

12.2 Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

12.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

13. ASSIGNMENT

13.1 This is an agreement for the services of Contractor. County 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 County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13.2 Any working agreements, memoranda of understanding, or subcontracts let as a result of this Agreement shall adhere to the terms contained in this Agreement and shall be submitted to County prior to their commencement.

14. 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.

15. 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 County 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 County: County of Stanislaus  
Community Services Agency  
Attention: Contracts Manager  
PO Box 42  
Modesto, CA 95353

To Contractor: Sierra Vista Child & Family Services  
Attention: Judy Kindle, Executive Director  
100 Poplar Avenue  
Modesto, CA 95354

16. 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.

17. 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.

18. 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.

19. ADVICE 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.

20. 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 not be 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.

21. 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 venue in the County of Stanislaus, State of California.

22. GENERAL ACCOUNTABILITY

22.1 In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency.

22.2 In the event of any State hearings, cash grant award or lawsuit award resulting from Contractor's failure to perform as required by this Agreement, reimbursement shall be made to the damaged party by Contractor.



22.3 Additional costs to County for maintaining any portion of the Agreement as a result of Contractor's failure to perform, as required by this Agreement, are subject to recoupment by County through withholding from billings or any other form of legal action.

23. CODE OF ETHICS

Contractor shall uphold the following Code of Ethics:

- Professional Conduct: Employees of Contractor will abide by all applicable laws, regulations, policies and procedures in the delivery of all services. Professional staff of Contractor will also abide by specific codes of ethics prescribed by the professional organizations which set standards for their profession.
- Quality of Service: Employees of Contractor will promote the goals of the program, which includes enhancement of participant self esteem, by providing quality service which demonstrates knowledge of the respect for participant needs.
- Respect and Courtesy: Employees of Contractor will conduct all activities with respect and courtesy for participants.
- Propriety: Employees of Contractor will not make use of their position or relationship with clients for personal gain.
- Positive Representation: Employees of Contractor will not behave in any manner that will bring discredit to his/her professional status and reputation or to the program.

24. STATE ENERGY CONSERVATION PLAN

Contractor agrees to recognize the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan Title 23, California Administrative Code, as required by the U.S. Energy, Policy and Conservation Act (P.L. 94-165).

25. COPYRIGHT ACCESS

County, CDSS, and the United States Department of Health and Human Services shall have a royalty free nonexclusive and irrevocable license to publish, translate, or use, now or hereafter, all material developed under this Agreement including those covered by copyright.

26. CONVICTION OF CRIME

- 26.1 Contractor shall immediately notify County concerning the arrest and/or subsequent conviction, for other than minor traffic offenses, of any paid employee and/or volunteer staff assigned to provide services under this Agreement, when such information becomes known to Contractor.
- 26.2 Contractor agrees not to knowingly employ any person convicted of any crime involving abuse, neglect, violence, or sexual conduct involving or perpetrated upon a minor, or an adult person or who has been convicted of any felony.
- 26.3 Contractor shall establish a procedure acceptable to County to ensure that all employees or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.1

through 11165.6. Contractor shall require each employee, volunteer, consultant, subcontractor or agency to sign a statement that he or she knows of the reporting requirements as defined in Penal Code Section 11166(a) and will comply with the provisions of the code section.

27. MATCHING FUNDS

These funds are not available for matching unless certified by County.

28. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

28.1 County and Contractor recognize that Federal assistance funds will be used under the terms of this Agreement. For purposes of this paragraph, Contractor will be referred to as the "prospective recipient".

28.2 This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

- A. The prospective recipient of Federal assistance funds certifies by entering this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. The prospective recipient of funds agrees by entering this Agreement, that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Federal department or agency with which this transaction originated.
- C. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.
- D. The prospective recipient shall provide immediate written notice to County if at any time prospective recipient learns that its certification in paragraph 28 of this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The prospective recipient further agrees that by entering this Agreement, it will include a clause identical to paragraph 28 of this Agreement and titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- F. The certification in paragraph 28 of this Agreement is a material representation of fact upon which reliance was placed by County when this transaction was entered into.

29. COMPLIANCE WITH FALSE CLAIMS ACT

29.1 Contractor shall notify County immediately upon discovery of any employee of Contractor, any subcontractor, agent or other persons providing services, on behalf of Contractor who are placed on the State's Medi-Cal Suspended and Ineligible Provider List. Any employee of Contractor, any subcontractor, agent or other persons providing services on behalf of Contractor, who is placed on the Medi-Cal Suspended and Ineligible Provider List shall not provide services to County under this Agreement. This list is available on the Internet at www.medi-cal.ca.gov.

29.2 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Contractor shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Contractor the policies and procedures related to the Federal and State False Claims Act. Contractor agrees that it has received a copy of the False Health Care Claims Policy approved by the Stanislaus County Board of Supervisors on May 8, 2007 and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor will adhere to these policies and procedures.

30. 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 is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

////////////////////////////////////////////////////////////////////////////////////////////////////

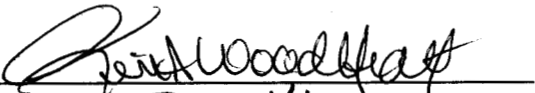
This Agreement has been signed by the parties or their duly authorized representatives to become effective as of the date referenced on the first page.

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

**APPROVED AS TO CONTENT:**  
**COUNTY OF STANISLAUS**  
**COMMUNITY SERVICES AGENCY**

**SIERRA VISTA**  
**CHILD & FAMILY SERVICES**

By:   
Christine C. Applegate

By:   
FOR JUDY KINOLE

Title: Director

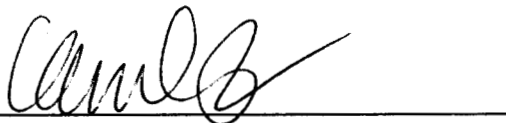
Title: E.D.

Dated: 12/23/10

Dated: 12/8/10

**APPROVED AS TO FORM:**  
**COUNTY COUNSEL**  
**JOHN P. DOERING**

**COUNTY PURCHASING DEPARTMENT**

By: 

By: 

Title: Deputy County Counsel

Title: Purchasing Agent

Dated: 12/7/10

Dated: 1-5-11

**COUNTY OF STANISLAUS**

Approved per BOS Item #: 2010-781

Dated: 12/21/10

**SIERRA VISTA CHILD & FAMILY SERVICES  
AGREEMENT TO PROVIDE  
CALFRESH OUTREACH AND ENROLLMENT SERVICES  
JANUARY 1, 2011 THROUGH JUNE 30, 2012**

I. SCOPE OF WORK:

- A. Contractor shall provide the following in both English and Spanish:
  - 1. Perform outreach activities to inform residents of Stanislaus County of the eligibility requirements for the Federal Supplemental Nutrition Assistance Program (SNAP), formerly known as the Federal Food Stamp Program.
  - 2. Assist with completing applications, quarterly reports and annual redeterminations for the Federal SNAP Program.
  - 3. Promote nutrition information and educating families about healthy food choices leading to improved health outcomes for children.
- B. County shall provide CalFresh Eligibility Training to Contractor.

II. COMPENSATION:

Contractor shall be compensated for the services provided under this Agreement as follows:

- A. Costs:
  - 1. The maximum amount of this Agreement for the period January 1, 2011, through June 30, 2012, shall not exceed \$415,507.
  - 2. This is a cost reimbursement Agreement. Contractor shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT B, which is hereby incorporated by reference and made a part hereof, or as the budget is thereafter amended or obligated.
- B. Contractor shall make no charge to the recipient and shall collect no share of cost.
- C. This Agreement shall be effective January 1, 2011, through June 30, 2012.
- D. Contractor agrees that the costs to be charged to County for contracted services for the term of this Agreement includes all allowable Contractor costs, both indirect and direct, relative to this Agreement.
- E. Costs must conform with Federal costs regulation: OMB Circular A-87, A Guide for State and Local Government Agencies, 48 CFR, Part 31, Subpart 31.2 (for profit agencies), and OMB Circular A-122 (for nonprofit agencies). All equipment purchased by Contractor must be depreciated in accordance with 45 CFR 95.705. All equipment, materials, supplies or property of any kind purchased from funds reimbursed or furnished by County under the terms of this Agreement shall be fully consumed or aged out in the course of the Agreement/program. County reserves

the right to physically reclaim any/all such property at the conclusion of the Agreement in accordance with 45 Code of Federal Regulations, Part 74, Administration of Grants.

F. County shall not be required to purchase any definite amount of services nor does County guarantee to Contractor any minimum amount of funds or hours.

G. Billings:

1. Contractor shall submit billings, in a County specified format, within twenty (20) days following the end of service month, for **January 2011 through April 2011 services. Billings for service months of May and June 2011 are as follows:**

**May 2011 is due June 7, 2011  
June 2011 is due June 14, 2011**

2. Contractor shall submit billing, in a County specified format, within twenty (20) days following the end of service month, for **July 2011 through April 2012 services. Billings for the service months of May and June 2012 are as follows:**

**May 2012 is due June 7, 2012  
June 2012 is due June 15, 2012**

Billing requirements are subject to change and the Contractor will be notified in writing.

3. Billings will be submitted to:

Stanislaus County Community Services Agency  
Attention: Accounts Payable Supervisor, F3A  
P.O. Box 42  
Modesto, CA 95353-0042  
(209) 558-2217

4. Supporting documentation shall accompany each invoice: copies of employee time studies/time cards documenting actual time dedicated to these agreement services, supporting payroll and fringe benefit journals, copies receipts/invoices of all Contractor operational costs billed to this Agreement.

H. Payments:

1. If the conditions set forth in this Agreement are met County shall pay, on or before the thirtieth (30th) day after receipt of the billing, the sum of money claimed by the approved billings, (less any credit due County for adjustments of prior billing). If the conditions are not met, County shall pay when the necessary processing is completed.

2. County will not pay for unauthorized services rendered by Contractor or for the claimed services which County monitoring shows have not been provided as authorized.

3. Payment for travel must be in accordance with County Travel Policy located at <http://www.stancounty.com/auditor/internal-audit-division.shtm>.
4. County retains the right to withhold payment on disputed claims.
5. Final payment under Agreement may be held until a termination audit is completed or until receipt of Contractor's annual narrative report.

### III. REPORTING:

In addition to monthly invoice Contractor shall submit reports or other data as required by County including, but not limited to:

#### A. QUARTERLY

1. SCOARRS – Contractor shall submit the SCOARRS, EXHIBIT C to County. All quarterly forms (reports) shall be due according to the following schedule:

##### Year 1:

- Quarter 3 (January – March): April 15, 2011
- Quarter 4 (April – June): July 15, 2011

##### Year 2:

- Quarter 1 (July – September): October 15, 2011
- Quarter 2 (October – December): January 15, 2012
- Quarter 3 (January – March): April 15, 2012
- Quarter 4 (April – June): July 15, 2012

2. Contractor shall enter data into a CFC approved database (currently PEDS) a minimum of once a quarter, due according to the following schedule:

##### Year 1:

- Quarter 3 (January – March): Friday, April 15, 2011
- Quarter 4 (April – June): Friday, July 15, 2011

##### Year 2:

- Quarter 1 (July – September): October 15, 2011
- Quarter 2 (October – December): January 15, 2012
- Quarter 3 (January – March): April 15, 2012
- Quarter 4 (April – June): July 15, 2012

3. Receipt of the reports is required in order to make payment to Contractor. County will provide the Contractor with the forms via email and/or hard copy.
4. Contractor shall have a representative attend all quarterly CSA StanWORKs Advisory meetings.

#### B. ANNUAL

1. Contractor shall submit to County Program Monitor an annual report in the format provided by County, which shall include the following:

- a. Leveraging
- b. Linkages/collaboration
- c. Best practices/evidence-based practices
- d. Cultural proficiency
- e. Community feedback
- f. Evaluation capacity
- g. Response to prior evaluation recommendations
- h. Contract compliance issues
- i. Financial management
- j. Outcomes/results

2. Results of Contractor Customer Satisfaction Survey – Contractor shall develop and conduct customer satisfaction surveys during the 2<sup>nd</sup> and 4<sup>th</sup> quarter of each fiscal year and submit a summary report of the results of the Contractor's Customer Satisfaction Survey.

C. Contractor shall submit all reporting via email to the following:

Sysvanh Kabkeo at: [KABKEOS@stancounty.com](mailto:KABKEOS@stancounty.com)  
and [CSAReport@stancounty.com](mailto:CSAReport@stancounty.com)

D. County shall notify Contractor of any form and/or submittal procedure changes.

#### IV. MONITORING:

- A. Contractor shall participate in site visits.
- B. Contractor shall meet periodically with County representatives upon reasonable request of the County to discuss, review and evaluate program activities as required in the awarded contract.
- C. Contractor shall assist in the monitoring and evaluation of the program according to the scope of work, SCOARRS and through the use of County and approved evaluation instruments and process.



**SIERRA VISTA CHILD & FAMILY SERVICES  
AGREEMENT TO PROVIDE  
CALFRESH OUTREACH AND ENROLLMENT SERVICES  
JANUARY 1, 2011 THROUGH JUNE 30, 2012  
AGREEMENT BUDGET**

<u>BUDGET CATEGORY</u>	<u>TOTAL</u>
Personal Services	
Salaries	\$ 241,524
Fringe Benefits (Invoice actual employer paid only)	53,135
Total Personal	\$294,659
Operating Expenses	\$91,382
Sub-Contract	\$0
Indirect (10% of Salaries & Benefits)	\$29,466
<b>Total Costs</b>	<b><u>\$415,507</u></b>

**SIERRA VISTA CHILD & FAMILY SERVICES  
AGREEMENT TO PROVIDE  
CALFRESH OUTREACH AND ENROLLMENT SERVICES  
JANUARY 1, 2011 THROUGH JUNE 30, 2011  
AGREEMENT BUDGET**

<u>BUDGET CATEGORY</u>	<u>TOTAL</u>
Personal Services	
Salaries	\$ 79,769
Fringe Benefits (Invoice actual employer paid only)	17,549
Total Personal	\$97,318
Operating Expenses	\$31,670
Sub-Contract	\$0
Indirect (10% of Salaries & Benefits)	\$9,732
<b>Total Costs</b>	<b><u>\$138,720</u></b>

**SIERRA VISTA CHILD & FAMILY SERVICES  
AGREEMENT TO PROVIDE  
CAL FRESH OUTREACH AND ENROLLMENT SERVICES  
JULY 1, 2011 THROUGH JUNE 30, 2012  
AGREEMENT BUDGET**

<u>BUDGET CATEGORY</u>	<u>TOTAL</u>
Personal Services	
Salaries	\$ 161,755
Fringe Benefits (Invoice actual employer paid only)	35,586
Total Personal	\$197,341
Operating Expenses	\$59,712
Sub-Contract	\$0
Indirect (10% of Salaries & Benefits)	\$19,734
<b>Total Costs</b>	<b><u>\$276,787</u></b>



## 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:

- 1<sup>st</sup> Quarter
- 2<sup>nd</sup> Quarter
- 3<sup>rd</sup> Quarter
- 4<sup>th</sup> 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="checkbox"/> # families received information about Food Stamps and enrollment options	a. <input type="checkbox"/> # 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. <input type="checkbox"/> # families received information about healthy eating and nutrition	b. <input type="checkbox"/> # families received information about healthy eating and nutrition	

<p>2. Outreach efforts for a wide variety of community/social services will be combined and coordinated with Food Stamp outreach</p>	<p>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.</p> <p>_____ (#) events will be attended</p>	<p>c. <input type="text"/> # of events attended</p>	<p>c. <input type="text"/> # of events attended</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>_____ (#) families with children 0-5 will be assisted with and complete Food Stamp applications</p> <p>_____ (#) families with children 0-5 will be assisted with quarterly reporting</p> <p>_____ (#) families with children 0-5 will be assisted with 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>g. <input type="text"/> # of families assisted with quarterly reporting</p>	<p>g. <input type="text"/> # of families 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>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>	

## More Information

**Additional Supporting Narrative (Only if Needed):**

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

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

**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):**



**COMMUNITY SERVICES AGENCY**

**Christine C. Applegate**  
Director

**BOARD OF SUPERVISORS**

**2011 SEP 16 A 8:46**

251 E Hackett Road  
P.O. Box 42, Modesto, CA 95353-0042

Phone: 209 558 2500 Fax: 209 558 2558

MEMO TO: SUZI SEIBERT  
CLERK TO THE BOARD OF SUPERVISORS

FROM:  SHANNEN LOVE  
CONTRACTS ADMINISTRATION

DATE: SEPTEMBER 15, 2011

SUBJECT: FULLY EXECUTED CONTRACT

=====

Enclosed for your record is the fully executed original of the following Agreement:

- ◆ Catholic Charities Diocese of Stockton – CalFresh Outreach and Enrollment Services Amend #1, effective 1/1/11 through 6/30/12, Original BOS #2010-781, December 21, 2010, Board Agenda #B-8

If you have any questions regarding the above documents, please call me at 558-1430.

Thank you.



**COUNTY OF STANISLAUS  
COMMUNITY SERVICES AGENCY  
AGREEMENT TO PROVIDE  
CALFRESH OUTREACH AND ENROLLMENT SERVICES  
JANUARY 1, 2011 THROUGH JUNE 30, 2012**

It is hereby mutually agreed between the County of Stanislaus, Community Services Agency, (hereinafter referred to as "County") and CATHOLIC CHARITIES DIOCESE OF STOCKTON, (hereinafter referred to as "Contractor") that the Agreement entered into on January 1, 2011, for the purpose of providing CalFresh outreach and enrollment services hereby amended as follows:

WHEREAS the need for additional services is required; and

Whereas Paragraph 18. AMENDMENT provides for the amendment of the Agreement by mutual written consent of the parties.

**FIRST:** EXHIBIT A, I. SCOPE OF WORK:, A., add paragraph 4 as follows:

4. Contractor shall attend the following meetings:
  - Children and Families Commission Quarterly Meeting
  - StanWORKs' Advisory Committee Quarterly Meeting

**SECOND:** EXHIBIT A, III. COMPENSATION:, G. Billings: Paragraph 4 is hereby deleted and replaced with the following:

4. Supporting documentation shall accompany each invoice: copies of employee time studies/time cards documenting actual time dedicated to these agreement services, supporting payroll and fringe benefit journals, copies receipts/invoices of all Contractor operational costs billed to this Agreement. Monthly invoices shall include the unduplicated number of clients served by age as follows:

Clients served in the month of \_\_\_\_\_ 0-5\_\_\_\_\_ Over 5\_\_\_\_\_

**THIRD:** EXHIBIT A, IV. REPORTING: A. QUARTERLY, Paragraphs 1. and 2. are hereby deleted and replaced with the following:

A. QUARTERLY

1. SCOARRS\* – Contractor shall submit the SCOARRS, EXHIBIT C, to County. All quarterly forms (reports) shall be due according to the following schedule:

Year 1:

- Quarter 3 (January – March): April 22, 2011
- Quarter 4 (April – June): July 22, 2011

Year 2:

- Quarter 1 (July – September): October 21, 2011
- Quarter 2 (October – December): January 20, 2012



- Quarter 3 (January – March): April 20, 2012
- Quarter 4 (April – June): July 20, 2012

\*Note: The Indicator column numbers should only include children 0-5 years of age served. The Narrative column numbers should only include children over 5 years of age and adults served.

2. Contractor shall enter data into a CFC approved database (currently PEDS) a minimum of once a quarter, due according to the following schedule:

Year 1:

- Quarter 3 (January – March): April 22, 2011
- Quarter 4 (April – June): July 22, 2011

Year 2:

- Quarter 1 (July – September): October 21, 2011
- Quarter 2 (October – December): January 20, 2012
- Quarter 3 (January – March): April 20, 2012

**All other terms and conditions of the Agreement shall remain in full force and effect.**

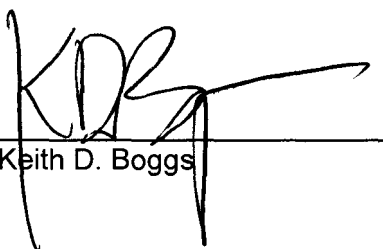
////////////////////////////////////

This Agreement has been signed by the parties or their duly authorized representatives to become effective as of the date referenced on the first page.

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

**COUNTY OF STANISLAUS**

**CATHOLIC CHARITIES  
DIOCESE OF STOCKTON**

By:   
Keith D. Boggs

By: 

Title: Deputy Executive Officer  
GSA Director/Purchasing Agent

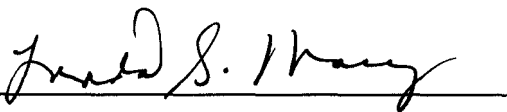
Title: Executive Director


Dated: 9.9.11

Dated: 8-31-11

**APPROVED AS TO FORM:  
COUNTY COUNSEL  
JOHN P. DOERING**

**APPROVED AS TO CONTENT:  
STANISLAUS COUNTY  
COMMUNITY SERVICES AGENCY**

By: 

By:   
Christine C. Applegate

Title: Deputy County Counsel

Title: Director

Dated: 8-25-11

Dated: 9-7-11

**COUNTY OF STANISLAUS**

Approved per BOS Item #: 2010-781

Dated: 12/21/10



BOARD OF SUPERVISORS

2011 SEP 16 A 8:46

COMMUNITY SERVICES AGENCY

Christine C. Applegate  
Director

251 E Hackett Road  
P.O. Box 42, Modesto, CA 95353-0042

Phone: 209 558 2500 Fax: 209 558 2558

MEMO TO: SUZI SEIBERT  
CLERK TO THE BOARD OF SUPERVISORS

FROM:  SHANNEN LOVE  
CONTRACTS ADMINISTRATION

DATE: SEPTEMBER 15, 2011

SUBJECT: FULLY EXECUTED CONTRACT

=====

Enclosed for your record is the fully executed original of the following Agreement:

- ◆ Sierra Vista Child & Family Services – CalFresh Outreach and Enrollment Services Amend #1, effective 1/1/11 through 6/30/12, Original BOS #2010-781, December 21, 2010, Board Agenda #B-8

If you have any questions regarding the above documents, please call me at 558-1430.

Thank you.



**COUNTY OF STANISLAUS  
COMMUNITY SERVICES AGENCY  
AGREEMENT TO PROVIDE  
CALFRESH OUTREACH AND ENROLLMENT SERVICES  
JANUARY 1, 2011 THROUGH JUNE 30, 2012**

It is hereby mutually agreed between the County of Stanislaus, Community Services Agency, (hereinafter referred to as "County") and **SIERRA VISTA CHILD & FAMILY SERVICES**, (hereinafter referred to as "Contractor") that the Agreement entered into on January 1, 2011, for the purpose of providing CalFresh outreach and enrollment services hereby amended as follows:

WHEREAS the need for additional services is required; and

Whereas Paragraph 18. AMENDMENT provides for the amendment of the Agreement by mutual written consent of the parties.

**FIRST:** EXHIBIT A, I. SCOPE OF WORK:, A., add paragraph 4 as follows:

4. Contractor shall attend the following meetings:
  - Children and Families Commission Quarterly Meeting
  - StanWORKs' Advisory Committee Quarterly Meeting

**SECOND:** EXHIBIT A, II. COMPENSATION:, G. Billings: Paragraph 4 is hereby deleted and replaced with the following:

4. Supporting documentation shall accompany each invoice: copies of employee time studies/time cards documenting actual time dedicated to these agreement services, supporting payroll and fringe benefit journals, copies receipts/invoices of all Contractor operational costs billed to this Agreement. Monthly invoices shall include the unduplicated number of clients served by age as follows:

Clients served in the month of \_\_\_\_\_ 0-5\_\_\_\_\_ Over 5\_\_\_\_\_

**THIRD:** EXHIBIT A, III. REPORTING: A. QUARTERLY, Paragraphs 1. and 2. are hereby deleted and replaced with the following:

A. QUARTERLY

1. SCOARRS\* – Contractor shall submit the SCOARRS, EXHIBIT C, to County. All quarterly forms (reports) shall be due according to the following schedule:

Year 1:

- Quarter 3 (January – March): April 22, 2011
- Quarter 4 (April – June): July 22, 2011

Year 2:

- Quarter 1 (July – September): October 21, 2011
- Quarter 2 (October – December): January 20, 2012

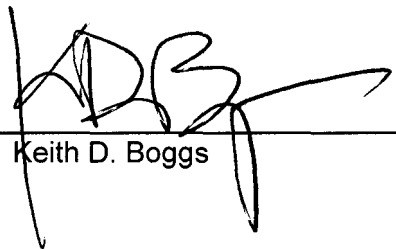


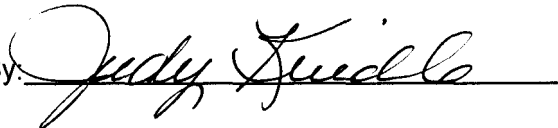
This Agreement has been signed by the parties or their duly authorized representatives to become effective as of the date referenced on the first page.

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

**COUNTY OF STANISLAUS**

**SIERRA VISTA  
CHILD & FAMILY SERVICES**

By:   
Keith D. Boggs

By: 

Title: Deputy Executive Officer  
GSA Director/Purchasing Agent

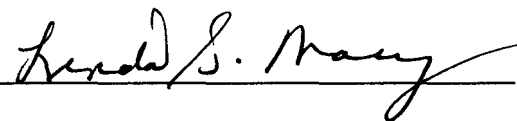
Title: Executive Director

Dated: 9.9.11

Dated: 8/30/11

**APPROVED AS TO FORM:  
COUNTY COUNSEL  
JOHN P. DOERING**

**APPROVED AS TO CONTENT:  
STANISLAUS COUNTY  
COMMUNITY SERVICES AGENCY**

By: 

By:   
Christine C. Applegate

Title: Deputy County Counsel

Title: Director

Dated: 8-25-11

Dated: 8/31/11

**COUNTY OF STANISLAUS**

Approved per BOS Item #: 2010-781

Dated: 12/21/10



COMMUNITY SERVICES AGENCY

Christine C. Applegate  
Director

251 E Hackett Road  
P.O. Box 42, Modesto, CA 95353-0042

Phone: 209 558 2500 Fax: 209 558 2558

BOARD OF SUPERVISORS

2011 OCT -4 P 3:48

MEMO TO: SUZI SEIBERT  
CLERK OF THE BOARD OF SUPERVISORS

FROM: DAWN DeROSSETT  
CONTRACTS ADMINISTRATION

DATE: OCTOBER 3, 2011

SUBJECT: FULLY EXECUTED AGREEMENT

=====

Enclosed for your records is the fully executed original of the following:

- CalFresh Outreach and Enrollment Services effective January 1, 2011 through June 30, 2012, BOS #2010-781, December 21, 2010.

If you have any questions regarding this document please call Pam Thompson at 558-3986.

Thank You

G:\MSword\Dawn\CONTRACT INFO\Vendor ltrs\Fully Executed\Fully Executed Co Dept.doc



STRIVING TO BE THE BEST COUNTY IN AMERICA

**COUNTY OF STANISLAUS  
COMMUNITY SERVICES AGENCY  
AGREEMENT TO PROVIDE  
CALFRESH OUTREACH AND ENROLLMENT SERVICES  
JANUARY 1, 2011 THROUGH JUNE 30, 2012**

It is hereby mutually agreed between the County of Stanislaus, Community Services Agency, (hereinafter referred to as "County") and **CENTER FOR HUMAN SERVICES**, (hereinafter referred to as "Contractor") that the Agreement entered into on January 1, 2011, for the purpose of providing CalFresh outreach and enrollment services hereby amended as follows:

WHEREAS the need for additional services is required; and

Whereas Paragraph 18. AMENDMENT provides for the amendment of the Agreement by mutual written consent of the parties.

**FIRST:** EXHIBIT A, I. SCOPE OF WORK:, A., add paragraph 4 as follows:

4. Contractor shall attend the following meetings:
  - Children and Families Commission Quarterly Meeting
  - StanWORKs' Advisory Committee Quarterly Meeting

**SECOND:** EXHIBIT A, II. COMPENSATION:, G. Billings: Paragraph 4 is hereby deleted and replaced with the following:

4. Supporting documentation shall accompany each invoice: copies of employee time studies/time cards documenting actual time dedicated to these agreement services, supporting payroll and fringe benefit journals, copies receipts/invoices of all Contractor operational costs billed to this Agreement. Monthly invoices shall include the unduplicated number of clients served by age as follows:

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- Quarter 4 (April – June): July 22, 2011

Year 2:

- Quarter 1 (July – September): October 21, 2011
- Quarter 2 (October – December): January 20, 2012



- Quarter 3 (January – March): April 20, 2012
- Quarter 4 (April – June): July 20, 2012

\*Note: The Indicator column numbers should only include children 0-5 years of age served. The Narrative column numbers should only include children over 5 years of age and adults served.

2. Contractor shall enter data into a CFC approved database (currently PEDS) a minimum of once a quarter, due according to the following schedule:

Year 1:

- Quarter 3 (January – March): April 22, 2011
- Quarter 4 (April – June): July 22, 2011

Year 2:

- Quarter 1 (July – September): October 21, 2011
- Quarter 2 (October – December): January 20, 2012
- Quarter 3 (January – March): April 20, 2012
- Quarter 4 (April – June): July 20, 2012

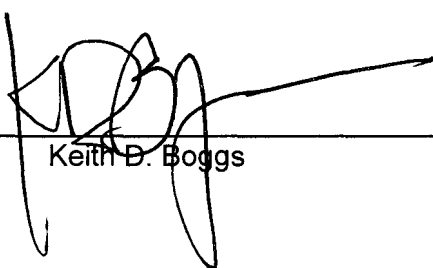
**All other terms and conditions of the Agreement shall remain in full force and effect.**



This Agreement has been signed by the parties or their duly authorized representatives to become effective as of the date referenced on the first page.

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


**COUNTY OF STANISLAUS**

By:  \_\_\_\_\_  
Keith D. Boggs

Title: Deputy Executive Officer  
GSA Director/Purchasing Agent

Dated: 9-19-11

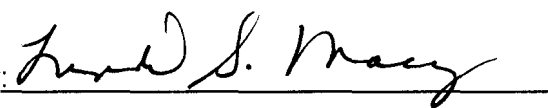
**CENTER FOR HUMAN SERVICES**

By:  \_\_\_\_\_

Title: Executive Director

Dated: 8/30/11

**APPROVED AS TO FORM:  
COUNTY COUNSEL  
JOHN P. DOERING**

By:  \_\_\_\_\_

Title: Deputy County Counsel

Dated: 8-25-11

**APPROVED AS TO CONTENT:  
STANISLAUS COUNTY  
COMMUNITY SERVICES AGENCY**

By:  \_\_\_\_\_  
Christine C. Applegate

Title: Director

Dated: 9/12/11

**COUNTY OF STANISLAUS**

Approved per BOS Item #: 2010-781

Dated: 12/21/10