

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

DEPT: Community Services Agency

BOARD AGENDA # *B-3

Urgent

Routine

AGENDA DATE December 8, 2015

CEO Concurs with Recommendation YES NO

(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of Agreements with the Center for Human Services, El Concilio and Sierra Vista Child and Family Services for the Provision of CalFresh Outreach and Enrollment Services

STAFF RECOMMENDATIONS:

1. Approve an agreement for the provision of CalFresh outreach and enrollment services with Center for Human Services, a California Non-Profit Corporation, as a result of a Request for Proposals process for such services.
2. Approve an agreement for the provision of CalFresh outreach and enrollment services with El Concilio, a California Non-Profit Corporation, as a result of a Request for Proposals process for such services.

(Continued on Page 2)

FISCAL IMPACT:

The term of the proposed agreements with Center for Human Services, El Concilio and Sierra Vista Child and Family Services is January 1, 2016 through June 30, 2018. The following contract maximums will apply:

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2015-597

On motion of Supervisor Chiesa, Seconded by Supervisor O'Brien

and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

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STAFF RECOMMENDATIONS: (Continued)

3. Approve an agreement for the provision of CalFresh outreach and enrollment services with Sierra Vista Child and Family Services, a California Non-Profit Corporation, as a result of a Request for Proposals process for such services.
4. Authorize the Community Services Director, or her designee, to sign the agreements, and any amendments up to \$75,000 each, with Center for Human Services, El Concilio and Sierra Vista Child and Family Services to provide CalFresh outreach and enrollment services.

FISCAL IMPACT: (Continued)

CalFresh Outreach and Enrollment Awardees	Fiscal Year 2015-2016	Fiscal Year 2016-2017	Fiscal Year 2017-2018	Total Contract Maximum Amount
Center for Human Services	\$ 103,314	\$ 206,628	\$206,628	\$516,570
El Concilio	\$ 103,314	\$ 206,628	\$206,628	\$516,570
Sierra Vista Child & Family Services	\$ 103,314	\$ 206,628	\$206,628	\$516,570
Total Proposed Budget Amounts by Fiscal Year	\$ 309,942	\$619,884	\$619,884	\$1,549,710

The Community Services Agency included total funding of \$309,942 in the 2015-2016 Adopted Final Budget for the first six months of the agreements. This includes \$103,209 for Center for Human Services (CHS), \$103,209 for El Concilio and \$103,209 for Sierra Vista Child and Family Services (SVCFS). Appropriations and estimated revenue for years two and three of the agreements will be included in the Agency's future budget submissions. State and Federal funding reimburses counties for 85% of CalFresh Outreach costs via a CalFresh Administration Allocation. The remaining 15% County share is funded with 1990/1991 Realignment allocations to pay for the CalFresh Administrative costs.

There is no cost to the General Fund associated with these agreements.

DISCUSSION:

Many families and individuals in Stanislaus County are struggling to meet their own basic needs. The economic decline led to a significant increase in the local unemployment rate, and an unprecedented rate of home foreclosures. Many families and individuals do not have sufficient funds to meet their basic needs and have been forced to make difficult choices between housing, health care, child care, clothing, and food which can lead to food insecurity.

The Stanislaus County Health Assessment Report indicated that low and moderate levels of food insecurity contribute to anxiety and stress. Children in food insecure households experience more emotional problems and miss more school. In addition, food insecurity can lead to unhealthy food choices, childhood obesity, and diabetes.

During the past five years, monthly applications for the CalFresh program have increased by 51%, and the number of households in receipt of CalFresh has increased by 61%. Although there is increased enrollment in the program, it is estimated that there are approximately 18,853 individuals in the community eligible for CalFresh but who have not applied for benefits, due to either a lack of knowledge about the program, or inability to access the existing Community Services Agency (CSA) facilities. Still others need assistance to complete the application forms and provide required documentation.

CalFresh number of cases and individuals has steadily increased since Fiscal Year 2010/2011, as reflected in the following chart:

Fiscal Year End	2010-2011	2011-2012	2012-2013	2013-2014
Cases	36,239	69,645	41,421	42,838
Individuals	82,961	88,475	90,886	92,837
Monthly Issuance	\$11,875,690	\$12,810,244	\$13,492,865	\$12,974,990*

*Note: in 2014 CalFresh Payment was reduced at end of the American Recovery Reinvestment Act allowance.

The Community Services Agency's mission is to build a stronger community by working with the people of Stanislaus County to promote access to food, health care, safe

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places to live and opportunities to work. One way the Agency meets its mission is by promoting access to food by increasing the County's CalFresh outreach efforts and enrollments. In order to achieve this goal, CSA seeks to contract with multiple local community based organizations located in close proximity to the CalFresh-eligible population to perform outreach activities, provide application assistance, improve access to food and promote nutrition information to families residing in Stanislaus County.

On June 6, 2015, a Request for Proposals (RFP) was issued by the General Services Agency (GSA) on behalf of CSA, and sent electronically to 427 vendors, 20 of which downloaded the RFP. A non-mandatory pre-proposal conference was held on June 30, 2015 and five vendors were in attendance. The RFP closed on July 13, 2015 and GSA received complete responses from the three vendors listed below:

- Sierra Vista Child & Family Services (SVCFS) – Modesto, CA ;
- El Concilio a dba for Catholic Council for the Spanish speaking of the diocese of Stockton – Modesto, CA; and
- Center for Human Services (CHS) – Modesto, CA.

All of the proposers met the minimum qualifications set forth in Phase I of the Evaluation Phase, which included a financial review. A committee of 3 evaluators was selected to further evaluate the proposals. The Evaluation Committee was comprised of representatives from the County's Health Services Agency and the Community Services Agency.

The Evaluation Committee completed Phase II, which consisted of a review and evaluation of each proposer's qualification proposal and proposed budget. The RFP proposal was evaluated using the following criteria with the corresponding total number of available points in each category:

PHASE II	MAXIMUM POINTS
Phase II – Program Description	30
Phase II – Capacity of Proposer	30
Phase II – Outcomes/Impact	20
Phase II – Proposed Budget	20
TOTAL POSSIBLE WEIGHT OR POINTS:	100

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The scores of each member of the Evaluation Committee were averaged to determine the actual Phase II scores. Contracts were awarded to all three vendors because each proposal met the criteria set forth in the RFP and selecting multiple vendors best met the needs of the Department and County, with price and all other factors considered. The final average total scores are as follows:

Phase II	Total Points Available	CHS	El Concilio	SVCFS
Total Average Points	100	91.33	86.33	93.66

* Needed 75 of 100 points to pass

On August 4, 2015 GSA issued three Notices of Intent to Award letters to all respondents. No letter of protest was received during the five-day protest period of the RFP process.

POLICY ISSUES:

Approval of these requests supports the Board of Supervisors' priorities of A Healthy Community, Effective Partnerships and Efficient Delivery of Public Services by meeting a community need for services that improves the health and well-being of families in our community.

STAFFING IMPACT:

Existing Community Services Agency staff is available to support these CalFresh outreach and enrollment agreements at current service levels. In the future, should the service level demand increase, the Agency will analyze available options and return to the Board of Supervisors for consideration of any necessary staffing changes.

CONTACT:

Kathryn Harwell, Community Services Agency Director

(209) 558-2500

**COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
AGREEMENT TO PROVIDE
CALFRESH OUTREACH AND ENROLLMENT SERVICES
JANUARY 1, 2016 THROUGH JUNE 30, 2018**

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, and entered into as of the later of January 1, 2016, or the execution of the Agreement by both parties (the "Effective Date").

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 purpose 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 shall 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 shall 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 Effective Date through June 30, 2018, or until completion of the agreed upon services unless sooner terminated as provided below or by some other method provided for in this Agreement.
- 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 section 2 herein, subject to any applicable setoffs.
- 3.5 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.

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 shall 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 shall be procured and maintained in force by Contractor at no expense to the County.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in this Agreement, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services under this Agreement. 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 Insurance: 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 workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor shall 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 shall be responsible for and pay any self-insured retention or deductible and shall 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 described in section 10.1 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 invoices and records of the Contractor related to this Agreement as required by State law. County may appoint an independent public accountant.
- 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 non-exclusive means: field reviews, audit claims, monthly review of records.

- 10.7 Contractor shall be responsible for the procurement and performance of a fiscal and compliance audit for each Contractor's fiscal years included in term of this Agreement when Contractor reimbursement exceeds \$45,000 per fiscal year. Further, entities receiving in excess of \$750,000 in Federal funds annually 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 Title 2, Code of Federal Regulation (CFR) Part 200 as this applies to the auditing of states, local governments, institutions of higher education and non-profit.
- 10.8 The annual audit requirement in section 10.7 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 including but not limited to federal, state and local funds, 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 (2) 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 section 10, 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 shall 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 shall 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 shall comply 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. NON-DISCRIMINATION

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, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. 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 non-discrimination 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.

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

12.3 Contractor shall have a formal process 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: Cynthia Duenas, Executive Director
2000 W. Briggsmore Avenue, Suite I
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 Contractor shall be responsible for the deficiency resulting from the Contractor's non-compliance with program requirements.

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 Any expenses the County incurs as a result of the Contractor's failure to perform as required by this Agreement are subject to recoupment by County through any form of legal action including withholding from payment for the services rendered under this Agreement.

23. CODE OF ETHICS

Contractor shall uphold the following Code of Ethics:

- Professional Conduct: Employees of Contractor shall abide by all applicable laws, regulations, policies and procedures in the delivery of all services. Professional staff of Contractor shall also abide by specific codes of ethics prescribed by the professional organizations which set standards for their profession.

- Quality of Service: Employees of Contractor shall 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 shall conduct all activities with respect and courtesy for participants.
- Propriety: Employees of Contractor shall not make use of their position or relationship with clients for personal gain.
- Positive Representation: Employees of Contractor shall not behave in any manner that will bring discredit to his/her professional status and reputation or to the program.

24. 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.

25. STATE ENERGY CONSERVATION PLAN

Contractor agrees to recognize the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan Title 24, California Administrative Code, as required by the U. S. Energy, Policy and Conservation Act (P. L. 94165).

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 shall comply with the provisions of the code section.

27. MATCHING FUNDS

These funds are not available for matching with federal, state or local funds for this or any other Agreement 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 shall be used under the terms of this Agreement. For purposes of this section, Contractor shall 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 section 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 shall include a clause identical to section 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 section 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.

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

COUNTY OF STANISLAUS

By: 
FOR Kathryn M. Harwell

Title: ASSISTANT Director

Dated: 12/9/2015

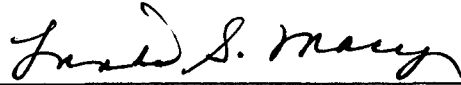
CENTER FOR HUMAN SERVICES

By: 
Cynthia Duenas

Title: Executive Director

Dated: 11/20/15

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

By: 

Title: Deputy County Counsel

Dated: 11-19-15

COUNTY OF STANISLAUS

Approved per BOS Item #: 2015-597

Dated: 12/8/15

**CENTER FOR HUMAN SERVICES
AGREEMENT TO PROVIDE
CALFRESH OUTREACH AND ENROLLMENT SERVICES
JANUARY 1, 2016 THROUGH JUNE 30, 2018**

Request for Proposal/Qualification/Information #15-02-CB issued by Stanislaus County GSA Purchasing Division for CalFresh Outreach services; the Contractor's/Consultant's responding proposal; Information for Proposers; General Conditions, as well as any plans, specifications, addenda, and any documents particularly required or provided (as may be applicable), all of which are incorporated herein by reference and made a part hereof (collectively, the "RFP"), together with this Agreement, comprise the contract and all services provided hereunder shall be performed in accordance therewith. In the event there is a conflict between the terms and conditions set forth in the RFP, then in such case, the terms and conditions of this Agreement shall prevail.

I. SCOPE OF WORK:

- A. Contractor shall provide CalFresh outreach and enrollment services to residents of Stanislaus County primarily but not limited to the following areas: Ceres, 95307; Newman, 95360; Oakdale, Knights Ferry, and Valley Home 95361; Patterson, 95363, Turlock, 95380, 95381, 95382; and Crowslanding, 95313.
 - 1. Support county-wide outreach effort to inform residents of the eligibility requirements for the Federal Supplemental Assistance Nutrition Program (SNAP), known as CalFresh in the State of California.
 - 2. Assist completing applications, semi-annual report and annual redeterminations for CalFresh
 - 3. Promote nutrition information and education families about health food choices leading to improved health outcomes for children in the community.
- B. Contractor shall provide outreach and information at community events
- C. Contractor shall provide services to individual and families
- D. Attend meetings a mutually agreed to by Contractor and County
- E. County shall provide the following to the Contractor:
 - 1. Training on Cal Fresh eligibility and C4Yourself, County shall arrange with Contractors a date in January 2016 to provide overview training of the Cal Fresh Program, applications, renewal documents and Semi-Annual Eligibility Income Report (SAR7).
 - 2. Monthly SAR 7 List - A list of all customers with a SAR 7 due in the month shall be provided on the first working day of the month
 - 3. Monthly Incomplete SAR 7 list – A list of all customers that have not yet completed a SAR 7 shall be provided on the 12th of the month

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, 2016, through June 30, 2018, shall not exceed \$516,570.
 - The maximum amount for the period January 1, 2016, through June 30, 2016, shall not exceed \$103,314.
 - The maximum amount for the period July 1, 2016, through June 30, 2017, shall not exceed \$206,628.
 - The maximum amount for the period July 1, 2017 through June 30, 2018, shall not exceed \$206,628.
 2. This is a cost reimbursement Agreement. The costs attendant to the provision of services are described in EXHIBIT B which is hereby incorporated by reference and made a part hereof.
 3. Contractor shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT B, 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, 2016 through June 30, 2018.
- 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 comply with Federal grant reform and uniform guidance in Title 2, Code of Federal Regulation (CFR) Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. The changes included in Title 2, CFR 200 supersede and streamline requirements from several Office of Management and Budget (OMB) Circulars. The circulars included are A-21, A-50, A-87, A-102, A-110, A-122 and A-133. 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. Invoices:

1. For services provided in the months of January 2016 through April 2016, Contractor shall submit invoices, in a County specified format, within twenty (20) days following the end of service month. **Invoices for service months of May and June 2016 are as follows:**

May 2016 is due June 3, 2016
June 2016 is due June 10, 2016

2. For services provided in the months of July 2016 through April 2017, Contractor shall submit invoices, in a County specified format, within twenty (20) days following the end of service month. **Invoices for service months of May and June 2017 are as follows:**

May 2017 is due June 2, 2017
June 2017 is due June 9, 2017

3. For services provided in the months of July 2017 through April 2018, Contractor shall submit invoices, in a County specified format, within twenty (20) days following the end of service month. **Invoices for service months of May and June 2018 are as follows:**

May 2018 is due June 1, 2018
June 2018 is due June 8, 2018

Invoice requirements are subject to change and the Contractor shall be notified in writing.

4. Invoices shall be submitted to:

Stanislaus County Community Services Agency
Attention: Accounts Payable Supervisor, E2A
P.O. Box 42
Modesto, CA 95353-0042
(209) 558-2217

5. 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 of paid 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 invoice, the sum of money claimed by the approved invoice, (less any credit due County for adjustments of prior invoices). If the conditions are not met, County shall pay when the necessary processing is completed.
2. County shall not pay for unauthorized services rendered by Contractor or for the claimed services which County monitoring shows have not been provided as authorized.

3. Contractor shall be paid in accordance with the Stanislaus County Travel Policy, located at <http://www.stancounty.com/auditor/internal-audit-division.shtm>, which allows for the claim of mileage during the course of business. The County established mileage rate, maintained by the Stanislaus County Auditor-Controller's Office, may be adjusted annually based on the Internal Revenue Service (IRS) stated rate for that year. Incremental IRS rate increases are not automatic.

NOTE: Contractor must have out of county travel approved by County thirty (30) days prior to the event. The request should be submitted to CSA Program Manager via email.

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. MONTHLY

1. EXHIBIT C (Monthly CalFresh Applications Assisted Report);
2. Exhibit D (Monthly CalFresh Redeterminations Assisted Report);and
3. Exhibit E (Monthly SAR 7 Assisted Report)
4. Monthly reports are due the fifth day of the month following the service month.

B. QUARTERLY

1. Provide a statistical report indicating the number of outreach activities EXHIBIT F.
2. Results of Contractor Customer Satisfaction Survey – Contractor shall conduct customer satisfaction surveys during the second (2nd) and fourth (4th) quarter of the fiscal year using approved survey form (Exhibit G). Summary report of the results should be included with quarterly reports twice a year.

C. ANNUALLY

1. Contractor shall submit to County Program Monitor an annual report in the, which the following shall be included: :
 - Best Practices/evidence based practices
 - Partnerships
 - Cultural proficiency
 - Community feedback
 - Evaluation capacity

- Response to prior evaluation recommendations
- Contract compliance issues
- Financial Management
- Outcomes/results based on reports EXHIBIT C, D, E and F

- D. Receipt of the reports is required in order to make payment to Contractor. County shall provide Contractor with the forms via e-mail and/or hard copy.
- E. Contractor shall submit all reporting via e-mail to the following:

Teresa Baker at BakerT@stancounty.com
and CSAReport@stancounty.com

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.

**CENTER FOR HUMANS SERVICES
 AGREEMENT TO PROVIDE
 CALFRESH OUTREACH AND ENROLLMENT SERVICES
 JANUARY 1, 2016 THROUGH JUNE 30, 2016
 AGREEMENT BUDGET**

<u>BUDGET CATEGORY</u>	<u>TOTAL</u>
Personnel Services	
Salaries	\$55,739
Fringe Benefits (Invoice actual employer paid only)	\$14,102
Total Personnel	\$69,841
Operating Expenses	\$6,186
Subcontracted Services	\$13,500
Indirect (1)	\$13,787
TOTAL COSTS	<u>\$103,314</u>

- (1) Benefits and Indirect Rate shall be equal to the Center for Human Services current year federally approved benefit and indirect rate, as stated in their Federal Negotiated Agreement.

**CENTER FOR HUMAN SERVICES
AGREEMENT TO PROVIDE
CALFRESH OUTREACH AND ENROLLMENT SERVICES
JULY 1, 2016 THROUGH JUNE 30, 2017
AGREEMENT BUDGET**

<u>BUDGET CATEGORY</u>	TOTAL
Personnel Services	
Salaries	\$111,477
Fringe Benefits (Invoice actual employer paid only)	\$28,204
Total Personnel	\$139,681
Operating Expenses	\$12,373
Subcontracted Services	\$27,000
Indirect (1)	\$27,574
TOTAL COSTS	<u>\$206,628</u>

- (1) Benefits and Indirect Rate shall be equal to the Center for Human Services current year federally approved benefit and indirect rate, as stated in their Federal Negotiated Agreement.

**CENTER FOR HUMAN SERVICES
 AGREEMENT TO PROVIDE
 CALFRESH OUTREACH AND ENROLLMENT SERVICES
 JULY 1, 2017 THROUGH JUNE 30, 2018
 AGREEMENT BUDGET**

<u>BUDGET CATEGORY</u>	TOTAL
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Fringe Benefits (Invoice actual employer paid only)	\$28,204
Total Personnel	\$139,681
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Subcontracted Services	\$27,000
Indirect (1)	\$27,574
TOTAL COSTS	<u>\$206,628</u>

- (1) Benefits and Indirect Rate shall be equal to the Center for Human Services current year federally approved benefit and indirect rate, as stated in their Federal Negotiated Agreement.

Vendor Name:
Site:

CALFRESH OUTREACH

EXHIBIT C

APPLICATIONS ASSISTED

DATE	PRIMARY APPLICANT INFORMATION			HOW APPLICATION SUBMITTED		OUTCOME		
	NAME	DATE OF BIRTH	SOCIAL SECURITY NUMBER	C4Yourself	Paper/Mail	APPROVED	DENIED	PENDING

Vendor Name:

Site:

CALFRESH OUTREACH

EXHIBIT D

REDETERMINATIONS ASSISTED

DATE	PRIMARY APPLICANT INFORMATION			HOW REDETERMINATION SUBMITTED		OUTCOME	
	NAME	DATE OF BIRTH	SOCIAL SECURITY NUMBER	C4Yourself	Paper/Mail	APPROVED	CLOSED

Vendor Name:
Site:

CALFRESH OUTREACH

EXHIBIT E

SEMI-ANNUAL REPORT ASSISTED (SAR 7)

DATE	PRIMARY APPLICANT INFORMATION			HOW SAR 7 SUBMITTED		OUTCOME	
	NAME	DATE OF BIRTH	SOCIAL SECURITY NUMBER	C4Yourself	Paper/Mail	APPROVED	CLOSED

EXHIBIT F

FY _____ Stanislaus County CalFresh Outreach Quarterly Report						
Date:			Prepared by:			
Agency:			Phone #:			
Site:			Email:			
	FY Results	JUL-SEP	OCT-DEC	JAN-MAR	APR-JUN	CUMULATIVE
HOW MUCH DID WE DO?						
Number of events attended						
Number of applications assisted						
Number of semi-annual reports assisted						
Number of annual recertifications assisted						
Application outcome based on # of apps submitted by CBO						
Approved						
Denied						
Redetermination outcome based on # of REs assisted by CBO						
Cases Active						
Cases Closed						
Application outcome based on # of SAR 7s assisted by CBO						
Cases Active						
Cases Closed						
HOW WELL DID WE DO IT?						
Customer Satisfaction Rate						
IS ANYONE BETTER OFF?						
# of customer stories (may need to attach a separate document)						
Monthly Benefits Issued (CSA)						
WHAT WORKED WELL? (Attach Narrative)						
WHAT NEEDS TO BE IMPROVED AND HOW? (Attach Narrative)						



CalFresh Outreach & Retention Services
Customer Satisfaction Survey
2016-2018



We would like to know how satisfied you are with services you've received. To help us improve our program and service delivery, please take a few moments to answer the following questions. Completing this survey is voluntary and your answers will be kept confidential.

Date: _____ Your Name (optional): _____

How many children do you have between 0-5 years old? _____ How many are between 6-17? _____

Please circle the answer that best describes your experience.

- 1. How satisfied are you with the way program staff treat you?
Very Satisfied Satisfied Dissatisfied
2. Did service providers treat you with respect, including being considerate of your family's ethnicity, culture, beliefs and values?
Agree Somewhat Agree Disagree
3. Was the information you received about CalFresh (Food Stamps) and enrollment options helpful?
Agree Somewhat Agree Disagree N/A
4. Was the information you received about healthy eating and nutrition helpful?
Agree Somewhat Agree Disagree N/A
5. If you received help with completing a CalFresh application, were you satisfied with the help you received?
Very Satisfied Satisfied Dissatisfied N/A
6. If you received help with completing CalFresh quarterly reporting (QR7), were you satisfied with the help you received?
Very Satisfied Satisfied Dissatisfied N/A
7. If you received help with completing CalFresh annual redeterminations, were you satisfied with the help you received?
Very Satisfied Satisfied Dissatisfied N/A
8. Overall, how would you rate the services that you received?
Excellent Good Fair Poor

What changes do you think would make the program better?

THANK YOU FOR YOUR TIME!



**Servicios y Retención de CalFresh
Encuesta de Satisfacción del Cliente
2016-2018**



Nos gustaría saber ¿qué tan satisfecho está usted con los servicios que ha recibido? Para ayudarnos a mejorar nuestro programa y servicios, por favor, tómese unos minutos para contestar las siguientes preguntas. **Completar esta encuesta es voluntario y sus respuestas serán confidenciales.**

Fecha: _____ Su Nombre (opcional): _____

¿Cuántos hijos tienen entre 0-5 años de edad? _____ ¿Cuántos son entre 6-17? _____

Marque con un círculo la respuesta que mejor describe su experiencia.

1. ¿Qué tan satisfecho está usted con el personal del programa en que lo trato?

Muy satisfecho Satisfecho Insatisfecho

2. ¿Los proveedores de servicios le trataron con respeto, además de ser considerado con la raza de su familia, la cultura, creencias y valores?

Muy de acuerdo De acuerdo En desacuerdo

3. ¿La información que recibió sobre CalFresh (Estampillas de Comida) y las opciones de inscripción fue útil?

Muy de acuerdo De acuerdo En desacuerdo N/A

4. ¿La información que recibió sobre la alimentación saludable y la nutrición fue útil?

Muy de acuerdo De acuerdo En desacuerdo N/A

5. Si le ayudó a completar una **solicitud de CalFresh**, ¿está satisfecho con la ayuda que recibió?

Muy satisfecho Satisfecho Insatisfecho N/A

6. Si usted recibe ayuda para completar los **informes trimestrales de CalFresh**, ¿está satisfecho con la ayuda que recibió?

Muy satisfecho Satisfecho Insatisfecho N/A

7. Si le ayudó a completar la **renovación anual de CalFresh**, ¿está satisfecho con la ayuda que recibió?

Muy satisfecho Satisfecho Insatisfecho N/A

8. En general, ¿cómo calificaría los servicios que usted recibió?

Excelente Bueno Regular Malo

¿Qué cambios cree usted que haría que el programa mejor?

¡GRACIAS POR SU TIEMPO!

**COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
AGREEMENT TO PROVIDE
CALFRESH OUTREACH AND ENROLLMENT SERVICES
JANUARY 1, 2016 THROUGH JUNE 30, 2018**

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS ("County") and CATHOLIC COUNCIL FOR THE SPANISH SPEAKING OF THE STOCKTON DIOCESE, DBA EL CONCILIO ("Contractor"), a California Corporation, and entered into as of the later of January 1, 2016, or the execution of the Agreement by both parties (the "Effective Date").

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 purpose 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 shall 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 shall 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 Effective Date **through June 30, 2018**, or until completion of the agreed upon services unless sooner terminated as provided below or by some other method provided for in this Agreement.
- 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 section 2 herein, subject to any applicable setoffs.
- 3.5 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.

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 shall 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 shall be procured and maintained in force by Contractor at no expense to the County.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in this Agreement, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services under this Agreement. 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 Insurance: 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 workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor shall 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 shall be responsible for and pay any self-insured retention or deductible and shall 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 described in section 10.1 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 invoices and records of the Contractor related to this Agreement as required by State law. County may appoint an independent public accountant.
- 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 non-exclusive means: field reviews, audit claims, monthly review of records.

- 10.7 Contractor shall be responsible for the procurement and performance of a fiscal and compliance audit for each Contractor's fiscal years included in term of this Agreement when Contractor reimbursement exceeds \$45,000 per fiscal year. Further, entities receiving in excess of \$750,000 in Federal funds annually 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 Title 2, Code of Federal Regulation (CFR) Part 200 as this applies to the auditing of states, local governments, institutions of higher education and non-profit.
- 10.8 The annual audit requirement in section 10.7 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 including but not limited to federal, state and local funds, 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 (2) 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 section 10, 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 shall 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 shall 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 shall comply 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. NON-DISCRIMINATION

- 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, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. 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 non-discrimination 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.
- 12.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 12.3 Contractor shall have a formal process 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 Council for the Spanish Speaking of the Stockton Diocese
Attention: Jose Rodriguez
1314 H Street
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 Contractor shall be responsible for the deficiency resulting from the Contractor's non-compliance with program requirements.

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 Any expenses the County incurs as a result of the Contractor's failure to perform as required by this Agreement are subject to recoupment by County through any form of legal action including withholding from payment for the services rendered under this Agreement.

23. CODE OF ETHICS

Contractor shall uphold the following Code of Ethics:

- Professional Conduct: Employees of Contractor shall abide by all applicable laws, regulations, policies and procedures in the delivery of all services. Professional staff of Contractor shall also abide by specific codes of ethics prescribed by the professional organizations which set standards for their profession.

- Quality of Service: Employees of Contractor shall 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 shall conduct all activities with respect and courtesy for participants.
- Propriety: Employees of Contractor shall not make use of their position or relationship with clients for personal gain.
- Positive Representation: Employees of Contractor shall not behave in any manner that will bring discredit to his/her professional status and reputation or to the program.

24. 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.

25. STATE ENERGY CONSERVATION PLAN

Contractor agrees to recognize the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan Title 24, California Administrative Code, as required by the U. S. Energy, Policy and Conservation Act (P. L. 94165).

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 shall comply with the provisions of the code section.

27. MATCHING FUNDS

These funds are not available for matching with federal, state or local funds for this or any other Agreement 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 shall be used under the terms of this Agreement. For purposes of this section, Contractor shall 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 section 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 shall include a clause identical to section 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 section 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.

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

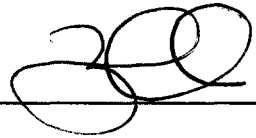
**CATHOLIC COUNCIL FOR THE
SPANISH SPEAKING OF THE
STOCKTON DIOCESE dba EL
CONCILIO**

COUNTY OF STANISLAUS

By: 
FOR Kathryn M. Harwell

Title: ASSISTANT Director

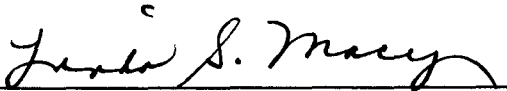
Dated: 12/9/2015

By: 

Title: Sr Director

Dated: 11/23/2015

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

By: 

Title: Deputy County Counsel

Dated: 11-19-15

COUNTY OF STANISLAUS

Approved per BOS Item #: 2015-597

Dated: 12/8/15

**CATHOLIC COUNCIL FOR THE SPANISH SPEAKING OF THE STOCKTON DIOCESE
DBA EL CONCILIO
AGREEMENT TO PROVIDE
CALFRESH OUTREACH AND ENROLLMENT SERVICES
JANUARY 1, 2016 THROUGH JUNE 30, 2018**

Request for Proposal/Qualification/Information #15-02-CB issued by Stanislaus County GSA Purchasing Division for CalFresh Outreach services; the Contractor's/Consultant's responding proposal; Information for Proposers; General Conditions, as well as any plans, specifications, addenda, and any documents particularly required or provided (as may be applicable), all of which are incorporated herein by reference and made a part hereof (collectively, the "RFP"), together with this Agreement, comprise the contract and all services provided hereunder shall be performed in accordance therewith. In the event there is a conflict between the terms and conditions set forth in the RFP, then in such case, the terms and conditions of this Agreement shall prevail.

I. SCOPE OF WORK:

- A. Contractor shall provide CalFresh outreach and enrollment services to residents of Stanislaus County primarily but not limited to the following areas: Grayson, 95363; Westley, 95387; Modesto, 95351, 95353, 95358; Keyes, 95328; Riverbank, 95367; Hickman, 95323 and LaGrange, 95329.
 - 1. Support county-wide outreach effort to inform residents of the eligibility requirements for the Federal Supplemental Assistance Nutrition Program (SNAP), known as CalFresh in the State of California.
 - 2. Assist completing applications, semi-annual report and annual redeterminations for CalFresh
 - 3. Promote nutrition information and education families about health food choices leading to improved health outcomes for children in the community.
- B. Contractor shall provide outreach and information at community events
- C. Contractor shall provide services to individual and families
- D. Attend meetings a mutually agreed to by Contractor and County
- E. County shall provide the following to the Contractor
 - 1. Training on Cal Fresh eligibility and C4Yourself, County shall arrange with Contractors a date in January 2016 to provide overview training of the Cal Fresh Program, applications, renewal documents and Semi-Annual Eligibility Income Report (SAR7).
 - 2. Monthly SAR 7 List - A list of all customers with a SAR7 due in the month shall be provided on the first working day of the month
 - 3. Monthly Incomplete SAR 7 list – A list of all customers that have not yet completed a SAR7 shall be provided on the 12th of the month

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, 2016, through June 30, 2018, shall not exceed \$516,570.
 - The maximum amount for the period January 1, 2016, through June 30, 2016, shall not exceed \$103,314.
 - The maximum amount for the period July 1, 2016, through June 30, 2017, shall not exceed \$206,628.
 - The maximum amount for the period July 1, 2017 through June 30, 2018, shall not exceed \$206,628.
2. This is a cost reimbursement Agreement. The costs attendant to the provision of services are described in EXHIBIT B which is hereby incorporated by reference and made a part hereof.
3. Contractor shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT B, 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, 2016 through June 30, 2018.

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 comply with Federal grant reform and uniform guidance in Title 2, Code of Federal Regulation (CFR) Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. The changes included in Title 2, CFR 200 supersede and streamline requirements from several Office of Management and Budget (OMB) Circulars. The circulars included are A-21, A-50, A-87, A-102, A-110, A-122 and A-133. 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. Invoices:

1. For services provided in the months of January 2016 through April 2016, Contractor shall submit invoices, in a County specified format, within twenty (20) days following the end of service month. **Invoices for service months of May and June 2016 are as follows:**

May 2016 is due June 3, 2016
June 2016 is due June 10, 2016

2. For services provided in the months of July 2016 through April 2017, Contractor shall submit invoices, in a County specified format, within twenty (20) days following the end of service month. **Invoices for service months of May and June 2017 are as follows:**

May 2017 is due June 2, 2017
June 2017 is due June 9, 2017

3. For services provided in the months of July 2017 through April 2018, Contractor shall submit invoices, in a County specified format, within twenty (20) days following the end of service month. **Invoices for service months of May and June 2018 are as follows:**

May 2018 is due June 1, 2018
June 2018 is due June 8, 2018

Invoice requirements are subject to change and the Contractor shall be notified in writing.

4. Invoices shall be submitted to:

Stanislaus County Community Services Agency
Attention: Accounts Payable Supervisor, E2A
P.O. Box 42
Modesto, CA 95353-0042
(209) 558-2217

5. 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 of paid 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 invoice, the sum of money claimed by the approved invoice, (less any credit due County for adjustments of prior invoices). If the conditions are not met, County shall pay when the necessary processing is completed.
2. County shall not pay for unauthorized services rendered by Contractor or for the claimed services which County monitoring shows have not been provided as authorized.

3. Contractor shall be paid in accordance with the Stanislaus County Travel Policy, located at <http://www.stancounty.com/auditor/internal-audit-division.shtm>, which allows for the claim of mileage during the course of business. The County established mileage rate, maintained by the Stanislaus County Auditor-Controller's Office, may be adjusted annually based on the Internal Revenue Service (IRS) stated rate for that year. Incremental IRS rate increases are not automatic.

NOTE: Contractor must have out of county travel approved by County thirty (30) days prior to the event. The request should be submitted to CSA Program Manager via email.

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. MONTHLY

1. EXHIBIT C (Monthly CalFresh Applications Assisted Report);
2. Exhibit D (Monthly CalFresh Redeterminations Assisted Report);and
3. Exhibit E (Monthly SAR 7 Assisted Report)
4. Monthly reports are due the fifth day of the month following the service month.

B. QUARTERLY

1. Provide a statistical report indicating the number of outreach activities EXHIBIT F.
2. Results of Contractor Customer Satisfaction Survey – Contractor shall conduct customer satisfaction surveys during the second (2nd) and fourth (4th) quarter of the fiscal year using approved survey form (Exhibit G). Summary report of the results should be included with quarterly reports twice a year.

C. ANNUALLY

1. Contractor shall submit to County Program Monitor an annual report in the, which the following shall be included: :
 - Best Practices/evidence based practices
 - Partnerships
 - Cultural proficiency
 - Community feedback
 - Evaluation capacity

- Response to prior evaluation recommendations
 - Contract compliance issues
 - Financial Management
 - Outcomes/results based on reports EXHIBIT C, D, E and F
- D. Receipt of the reports is required in order to make payment to Contractor. County shall provide Contractor with the forms via e-mail and/or hard copy.
- E. Contractor shall submit all reporting via e-mail to the following:

Teresa Baker at BakerT@stancounty.com
and CSAReport@stancounty.com

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.

CATHOLIC COUNCIL FOR THE SPANISH SPEAKING OF THE STOCKTON DIOCESE
DBA EL CONCILIO
AGREEMENT TO PROVIDE
CALFRESH OUTREACH AND ENROLLMENT SERVICES
JANUARY 1, 2016 THROUGH JUNE 30, 2016
AGREEMENT BUDGET

<u>BUDGET CATEGORY</u>	<u>TOTAL</u>
Personnel Services	
Salaries	\$58,858
Fringe Benefits (Invoice actual employer paid only)	22,660
Total Personnel	\$81,518
Operating Expenses	\$13,644
Indirect (1)	\$8,152
TOTAL COSTS	<u>\$103,314</u>

(1) Contractor allowed an indirect rate of 10% of Personnel and Operating

CATHOLIC COUNCIL FOR THE SPANISH SPEAKING OF THE STOCKTON DIOCESE
DBA EL CONCILIO
AGREEMENT TO PROVIDE
CALFRESH OUTREACH AND ENROLLMENT SERVICES
JULY 1, 2016 THROUGH JUNE 30, 2017
AGREEMENT BUDGET

<u>BUDGET CATEGORY</u>	TOTAL
Personnel Services	
Salaries	\$118,916
Fringe Benefits (Invoice actual employer paid only)	45,783
Total Personnel	\$164,699
Operating Expenses	\$25,459
Indirect (1)	\$16,470
TOTAL COSTS	<u>\$206,628</u>

(1) Contractor allowed an indirect rate of 10% of Personnel and Operating

CATHOLIC COUNCIL FOR THE SPANISH SPEAKING OF THE STOCKTON DIOCESE
DBA EL CONCILIO
AGREEMENT TO PROVIDE
CALFRESH OUTREACH AND ENROLLMENT SERVICES
JULY 1, 2017 THROUGH JUNE 30, 2018
AGREEMENT BUDGET

<u>BUDGET CATEGORY</u>	TOTAL
Personnel Services	
Salaries	\$118,916
Fringe Benefits	45,783
(Invoice actual employer paid only)	
Total Personnel	\$164,699
Operating Expenses	\$25,459
Indirect (1)	\$16,470
TOTAL COSTS	<u>\$206,628</u>

(1) Contractor allowed an indirect rate of 10% of Personnel and Operating

Vendor Name:

Site:

CALFRESH OUTREACH

EXHIBIT C

APPLICATIONS ASSISTED

DATE	PRIMARY APPLICANT INFORMATION			HOW APPLICATION SUBMITTED		OUTCOME		
	NAME	DATE OF BIRTH	SOCIAL SECURITY NUMBER	C4Yourself	Paper/Mail	APPROVED	DENIED	PENDING

Vendor Name:

Site:

CALFRESH OUTREACH

EXHIBIT D

REDETERMINATIONS ASSISTED

DATE	PRIMARY APPLICANT INFORMATION			HOW REDETERMINATION SUBMITTED		OUTCOME	
	NAME	DATE OF BIRTH	SOCIAL SECURITY NUMBER	C4Yourself	Paper/Mail	APPROVED	CLOSED

Vendor Name:

Site:

CALFRESH OUTREACH

EXHIBIT E

SEMI-ANNUAL REPORT ASSISTED (SAR 7)

DATE	PRIMARY APPLICANT INFORMATION			HOW SAR 7 SUBMITTED		OUTCOME	
	NAME	DATE OF BIRTH	SOCIAL SECURITY NUMBER	C4Yourself	Paper/Mail	APPROVED	CLOSED

EXHIBIT F

FY _____ Stanislaus County CalFresh Outreach Quarterly Report						
Date: _____			Prepared by: _____			
Agency: _____			Phone #: _____			
Site: _____			Email: _____			
FY _____ Results		JUL-SEP	OCT-DEC	JAN-MAR	APR-JUN	CUMULATIVE
HOW MUCH DID WE DO?						
Number of events attended						
Number of applications assisted						
Number of semi-annual reports assisted						
Number of annual recertifications assisted						
Application outcome based on # of apps submitted by CBO						
Approved						
Denied						
Redetermination outcome based on # of REs assisted by CBO						
Cases Active						
Cases Closed						
Application outcome based on # of SAR 7s assisted by CBO						
Cases Active						
Cases Closed						
HOW WELL DID WE DO IT?						
Customer Satisfaction Rate						
IS ANYONE BETTER OFF?						
# of customer stories (may need to attach a separate document)						
Monthly Benefits Issued (CSA)						
WHAT WORKED WELL?		(Attach Narrative)				
WHAT NEEDS TO BE IMPROVED AND HOW?		(Attach Narrative)				



CalFresh Outreach & Retention Services
Customer Satisfaction Survey
2016-2018



We would like to know how satisfied you are with services you've received. To help us improve our program and service delivery, please take a few moments to answer the following questions. Completing this survey is voluntary and your answers will be kept confidential.

Date: _____ Your Name (optional): _____

How many children do you have between 0-5 years old? _____ How many are between 6-17? _____

Please circle the answer that best describes your experience.

- 1. How satisfied are you with the way program staff treat you?
Very Satisfied Satisfied Dissatisfied
2. Did service providers treat you with respect, including being considerate of your family's ethnicity, culture, beliefs and values?
Agree Somewhat Agree Disagree
3. Was the information you received about CalFresh (Food Stamps) and enrollment options helpful?
Agree Somewhat Agree Disagree N/A
4. Was the information you received about healthy eating and nutrition helpful?
Agree Somewhat Agree Disagree N/A
5. If you received help with completing a CalFresh application, were you satisfied with the help you received?
Very Satisfied Satisfied Dissatisfied N/A
6. If you received help with completing CalFresh quarterly reporting (QR7), were you satisfied with the help you received?
Very Satisfied Satisfied Dissatisfied N/A
7. If you received help with completing CalFresh annual redeterminations, were you satisfied with the help you received?
Very Satisfied Satisfied Dissatisfied N/A
8. Overall, how would you rate the services that you received?
Excellent Good Fair Poor

What changes do you think would make the program better?

THANK YOU FOR YOUR TIME!



**Servicios y Retención de CalFresh
Encuesta de Satisfacción del Cliente
2016-2018**



Nos gustaría saber ¿qué tan satisfecho está usted con los servicios que ha recibido? Para ayudarnos a mejorar nuestro programa y servicios, por favor, tómese unos minutos para contestar las siguientes preguntas. **Completar esta encuesta es voluntario y sus respuestas serán confidenciales.**

Fecha: _____ Su Nombre (opcional): _____

¿Cuántos hijos tienen entre 0-5 años de edad? _____ ¿Cuántos son entre 6-17? _____

Marque con un círculo la respuesta que mejor describe su experiencia.

1. ¿Qué tan satisfecho está usted con el personal del programa en que lo trato?

Muy satisfecho Satisfecho Insatisfecho

2. ¿Los proveedores de servicios le trataron con respeto, además de ser considerado con la raza de su familia, la cultura, creencias y valores?

Muy de acuerdo De acuerdo En desacuerdo

3. ¿La información que recibió sobre CalFresh (Estampillas de Comida) y las opciones de inscripción fue útil?

Muy de acuerdo De acuerdo En desacuerdo N/A

4. ¿La información que recibió sobre la alimentación saludable y la nutrición fue útil?

Muy de acuerdo De acuerdo En desacuerdo N/A

5. Si le ayudó a completar una **solicitud de CalFresh**, ¿está satisfecho con la ayuda que recibió?

Muy satisfecho Satisfecho Insatisfecho N/A

6. Si usted recibe ayuda para completar los **informes trimestrales de CalFresh**, ¿está satisfecho con la ayuda que recibió?

Muy satisfecho Satisfecho Insatisfecho N/A

7. Si le ayudó a completar la **renovación anual de CalFresh**, ¿está satisfecho con la ayuda que recibió?

Muy satisfecho Satisfecho Insatisfecho N/A

8. En general, ¿cómo calificaría los servicios que usted recibió?

Excelente Bueno Regular Malo

¿Qué cambios cree usted que haría que el programa mejor?

¡GRACIAS POR SU TIEMPO!

**COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
AGREEMENT TO PROVIDE
CALFRESH OUTREACH AND ENROLLMENT SERVICES
JANUARY 1, 2016 THROUGH JUNE 30, 2018**

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 AND FAMILY SERVICES** ("Contractor"), a non-profit corporation, and entered into as of the later of January 1, 2016, or the execution of the Agreement by both parties (the "Effective Date").

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 purpose 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 shall 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 shall 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 Effective Date through June 30, 2018, or until completion of the agreed upon services unless sooner terminated as provided below or by some other method provided for in this Agreement.
- 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 section 2 herein, subject to any applicable setoffs.
- 3.5 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.

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 shall 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 shall be procured and maintained in force by Contractor at no expense to the County.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in this Agreement, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services under this Agreement. 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 Insurance: 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 workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor shall 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 shall be responsible for and pay any self-insured retention or deductible and shall 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 described in section 10.1 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 invoices and records of the Contractor related to this Agreement as required by State law. County may appoint an independent public accountant.
- 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 non-exclusive means: field reviews, audit claims, monthly review of records.

- 10.7 Contractor shall be responsible for the procurement and performance of a fiscal and compliance audit for each Contractor's fiscal years included in term of this Agreement when Contractor reimbursement exceeds \$45,000 per fiscal year. Further, entities receiving in excess of \$750,000 in Federal funds annually 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 Title 2, Code of Federal Regulation (CFR) Part 200 as this applies to the auditing of states, local governments, institutions of higher education and non-profit.
- 10.8 The annual audit requirement in section 10.7 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 including but not limited to federal, state and local funds, 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 (2) 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 section 10, 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 shall 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 shall 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 shall comply 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. NON-DISCRIMINATION

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, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. 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 non-discrimination 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.

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

12.3 Contractor shall have a formal process 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 Contractor shall be responsible for the deficiency resulting from the Contractor's non-compliance with program requirements.

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 Any expenses the County incurs as a result of the Contractor's failure to perform as required by this Agreement are subject to recoupment by County through any form of legal action including withholding from payment for the services rendered under this Agreement.

23. CODE OF ETHICS

Contractor shall uphold the following Code of Ethics:

- Professional Conduct: Employees of Contractor shall abide by all applicable laws, regulations, policies and procedures in the delivery of all services. Professional staff of Contractor shall also abide by specific codes of ethics prescribed by the professional organizations which set standards for their profession.

- Quality of Service: Employees of Contractor shall 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 shall conduct all activities with respect and courtesy for participants.
- Propriety: Employees of Contractor shall not make use of their position or relationship with clients for personal gain.
- Positive Representation: Employees of Contractor shall not behave in any manner that will bring discredit to his/her professional status and reputation or to the program.

24. 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.

25. STATE ENERGY CONSERVATION PLAN

Contractor agrees to recognize the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan Title 24, California Administrative Code, as required by the U. S. Energy, Policy and Conservation Act (P. L. 94165).

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 shall comply with the provisions of the code section.

27. MATCHING FUNDS

These funds are not available for matching with federal, state or local funds for this or any other Agreement 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 shall be used under the terms of this Agreement. For purposes of this section, Contractor shall 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 section 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 shall include a clause identical to section 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 section 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

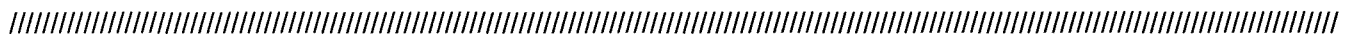
- 29.1 Contractor shall notify County immediately upon discovery of any employee of Contractor, any subcontractor, agent or other persons providing services, on behalf of Contractor who are placed on the State's Medi-Cal Suspended and Ineligible Provider List. Any employee of Contractor, any subcontractor, 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 shall be in compliance with the False Health Care Claims Policy approved by the Stanislaus County Board of Supervisors on May 8, 2007, located at <http://www.co.stanislaus.ca.us/BOS/Agenda/2007/20070508/B07> and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor shall adhere to these policies and procedures.

30. ENTIRE AGREEMENT

30.1 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.

30.2 This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute one and the same agreement.



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

COUNTY OF STANISLAUS

By: 
for Kathryn M. Harwell

Title: ASSISTANT Director

Dated: 12/9/2015

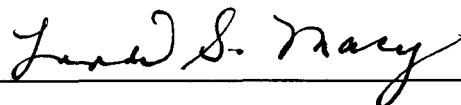
SIERRA VISTA CHILD AND FAMILY SERVICES

By: 
Judy Kindle

Title: Executive Director

Dated: 11/23/15

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

By: 

Title: Deputy County Counsel

Dated: 11-19-15

COUNTY OF STANISLAUS

Approved per BOS Item #: 2015-597

Dated: 12/8/15

**SIERRA VISTA CHILD AND FAMILY SERVICES
AGREEMENT TO PROVIDE
CALFRESH OUTREACH AND ENROLLMENT SERVICES
JANUARY 1, 2016 THROUGH JUNE 30, 2018**

Request for Proposal/Qualification/Information #15-02-CB issued by Stanislaus County GSA Purchasing Division for CalFresh Outreach services; the Contractor's/Consultant's responding proposal; Information for Proposers; General Conditions, as well as any plans, specifications, addenda, and any documents particularly required or provided (as may be applicable), all of which are incorporated herein by reference and made a part hereof (collectively, the "RFP"), together with this Agreement, comprise the contract and all services provided hereunder shall be performed in accordance therewith. In the event there is a conflict between the terms and conditions set forth in the RFP, then in such case, the terms and conditions of this Agreement shall prevail.

I. SCOPE OF WORK:

- A. Contractor shall provide CalFresh outreach and enrollment services to residents of Stanislaus County primarily but not limited to the following areas: Denair, 95316; Waterford, 95386; Oakdale, 95361; Modesto, 95350, 95352, 95353, 95354, 95355, 95356, 95357; Salida, 95368 and Empire, 95319.
 - 1. Support county-wide outreach effort to inform residents of the eligibility requirements for the Federal Supplemental Assistance Nutrition Program (SNAP), known as CalFresh in the State of California.
 - 2. Assist completing applications, semi-annual report and annual redeterminations for CalFresh
 - 3. Promote nutrition information and education families about health food choices leading to improved health outcomes for children in the community.
- B. Contractor shall provide outreach and information at community events
- C. Contractor shall provide services to individual and families
- D. Attend meetings a mutually agreed to by Contractor and County
- E. County shall provide the following to the Contractor:
 - 1. Training on Cal Fresh eligibility and C4Yourself, County shall arrange with Contractors a date in January 2016 to provide overview training of the Cal Fresh Program, applications, renewal documents and Semi-Annual Eligibility Income Report (SAR7).
 - 2. Monthly SAR 7 List - A list of all customers with a SAR7 due in the month shall be provided on the first working day of the month
 - 3. Monthly Incomplete SAR 7 list – A list of all customers that have not yet completed a SAR7 shall be provided on the 12th of the month

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, 2016 through June 30, 2018 shall not exceed \$516,570.
 - The maximum amount for the period January 1, 2016 through June 30, 2016 shall not exceed \$103,314.
 - The maximum amount for the period July 1, 2016 through June 30, 2017 shall not exceed \$206,628.
 - The maximum amount for the period July 1, 2017 through June 30, 2018 shall not exceed \$206,628.
2. This is a cost reimbursement Agreement. The costs attendant to the provision of services are described in EXHIBIT B which is hereby incorporated by reference and made a part hereof.
3. Contractor shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT B, 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, 2016 through June 30, 2018.

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 comply with Federal grant reform and uniform guidance in Title 2, Code of Federal Regulation (CFR) Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. The changes included in Title 2, CFR 200 supersede and streamline requirements from several Office of Management and Budget (OMB) Circulars. The circulars included are A-21, A-50, A-87, A-102, A-110, A-122 and A-133. 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. Invoices:

1. For services provided in the months of January 2016 through April 2016, Contractor shall submit invoices, in a County specified format, within twenty (20) days following the end of service month. **Invoices for service months of May and June 2016 are as follows:**

May 2016 is due June 3, 2016
June 2016 is due June 10, 2016

2. For services provided in the months of July 2016 through April 2017, Contractor shall submit invoices, in a County specified format, within twenty (20) days following the end of service month. **Invoices for service months of May and June 2017 are as follows:**

May 2017 is due June 2, 2017
June 2017 is due June 9, 2017

3. For services provided in the months of July 2017 through April 2018, Contractor shall submit invoices, in a County specified format, within twenty (20) days following the end of service month. **Invoices for service months of May and June 2018 are as follows:**

May 2018 is due June 1, 2018
June 2018 is due June 8, 2018

Invoice requirements are subject to change and the Contractor shall be notified in writing.

4. Invoices shall be submitted to:

Stanislaus County Community Services Agency
Attention: Accounts Payable Supervisor, E2A
P.O. Box 42
Modesto, CA 95353-0042
(209) 558-2217

5. 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 of paid 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 invoice, the sum of money claimed by the approved invoice, (less any credit due County for adjustments of prior invoices). If the conditions are not met, County shall pay when the necessary processing is completed.
2. County shall not pay for unauthorized services rendered by Contractor or for the claimed services which County monitoring shows have not been provided as authorized.

3. Contractor shall be paid in accordance with the Stanislaus County Travel Policy, located at <http://www.stancounty.com/auditor/internal-audit-division.shtm>, which allows for the claim of mileage during the course of business. The County established mileage rate, maintained by the Stanislaus County Auditor-Controller's Office, may be adjusted annually based on the Internal Revenue Service (IRS) stated rate for that year. Incremental IRS rate increases are not automatic.

NOTE: Contractor must have out of county travel approved by County thirty (30) days prior to the event. The request should be submitted to CSA Program Manager via email.

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. MONTHLY

1. EXHIBIT C (Monthly CalFresh Applications Assisted Report);
2. Exhibit D (Monthly CalFresh Redeterminations Assisted Report);and
3. Exhibit E (Monthly SAR 7 Assisted Report)
4. Monthly reports are due the fifth day of the month following the service month.

B. QUARTERLY

1. Provide a statistical report indicating the number of outreach activities EXHIBIT F.
2. Results of Contractor Customer Satisfaction Survey – Contractor shall conduct customer satisfaction surveys during the second (2nd) and fourth (4th) quarter of the fiscal year using approved survey form (Exhibit G). Summary report of the results should be included with quarterly reports twice a year.

C. ANNUALLY

1. Contractor shall submit to County Program Monitor an annual report in the, which the following shall be included:
 - Best Practices/evidence based practices
 - Partnerships
 - Cultural proficiency
 - Community feedback
 - Evaluation capacity

- Response to prior evaluation recommendations
- Contract compliance issues
- Financial Management
- Outcomes/results based on reports EXHIBIT C, D, E and F

- D. Receipt of the reports is required in order to make payment to Contractor. County shall provide Contractor with the forms via e-mail and/or hard copy.
- E. Contractor shall submit all reporting via e-mail to the following:

Teresa Baker at BakerT@stancounty.com
and CSAReport@stancounty.com

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.

**SIERRA VISTA CHILD AND FAMILY SERVICES
 AGREEMENT TO PROVIDE
 CALFRESH OUTREACH AND ENROLLMENT SERVICES
 JANUARY 1, 2016 THROUGH JUNE 30, 2016
 AGREEMENT BUDGET**

<u>BUDGET CATEGORY</u>	<u>TOTAL</u>
Personnel Services	
Salaries	\$60,000
Fringe Benefits (Invoice actual employer paid only)	\$12,000
Total Personnel	\$72,000
Operating Expenses	\$11,922
Contracted Services	\$10,000
Indirect (10% of Contract Total)	\$9,392
TOTAL COSTS	<u>\$103,314</u>

**SIERRA VISTA CHILD AND FAMILY SERVICES
 AGREEMENT TO PROVIDE
 CALFRESH OUTREACH AND ENROLLMENT SERVICES
 JULY 1, 2016 THROUGH JUNE 30, 2017
 AGREEMENT BUDGET**

<u>BUDGET CATEGORY</u>	TOTAL
Personnel Services	
Salaries	\$ 120,000
Fringe Benefits (Invoice actual employer paid only)	24,000
Total Personnel	\$144,000
Operating Expenses	\$23,844
Contracted Services	\$20,000
Indirect (10% of Contract Total)	\$18,784
TOTAL COSTS	<u>\$206,628</u>

**SIERRA VISTA CHILD AND FAMILY SERVICES
 AGREEMENT TO PROVIDE
 CALFRESH OUTREACH AND ENROLLMENT SERVICES
 JULY 1, 2017 THROUGH JUNE 30, 2018
 AGREEMENT BUDGET**

<u>BUDGET CATEGORY</u>	TOTAL
Personnel Services	
Salaries	\$ 120,000
Fringe Benefits (Invoice actual employer paid only)	24,000
Total Personnel	\$144,000
Operating Expenses	\$23,844
Contracted Services	\$20,000
Indirect (10% of Contract Total)	\$18,784
TOTAL COSTS	<u>\$206,628</u>

Vendor Name:

Site:

CALFRESH OUTREACH

EXHIBIT E

SEMI-ANNUAL REPORT ASSISTED (SAR 7)

DATE	PRIMARY APPLICANT INFORMATION			HOW SAR 7 SUBMITTED		OUTCOME	
	NAME	DATE OF BIRTH	SOCIAL SECURITY NUMBER	C4Yourself	Paper/Mail	APPROVED	CLOSED

EXHIBIT F

FY _____ Stanislaus County CalFresh Outreach Quarterly Report						
Date:			Prepared by:			
Agency:			Phone #:			
Site:			Email:			
	FY _____ Results	JUL-SEP	OCT-DEC	JAN-MAR	APR-JUN	CUMULATIVE
HOW MUCH DID WE DO?						
Number of events attended						
Number of applications assisted						
Number of semi-annual reports assisted						
Number of annual recertifications assisted						
Application outcome based on # of apps submitted by CBO						
Approved						
Denied						
Redetermination outcome based on # of REs assisted by CBO						
Cases Active						
Cases Closed						
Application outcome based on # of SAR 7s assisted by CBO						
Cases Active						
Cases Closed						
HOW WELL DID WE DO IT?						
Customer Satisfaction Rate						
IS ANYONE BETTER OFF?						
# of customer stories (may need to attach a separate document)						
Monthly Benefits Issued (CSA)						
WHAT WORKED WELL? (Attach Narrative)						
WHAT NEEDS TO BE IMPROVED AND HOW? (Attach Narrative)						



**CalFresh Outreach & Retention Services
Customer Satisfaction Survey
2016-2018**



We would like to know how satisfied you are with services you've received. To help us improve our program and service delivery, please take a few moments to answer the following questions. **Completing this survey is voluntary and your answers will be kept confidential.**

Date: _____ Your Name (optional): _____

How many children do you have between 0-5 years old? _____ How many are between 6-17? _____

Please circle the answer that best describes your experience.

1. How satisfied are you with the way program staff treat you?
 Very Satisfied Satisfied Dissatisfied
2. Did service providers treat you with respect, including being considerate of your family's ethnicity, culture, beliefs and values?
 Agree Somewhat Agree Disagree
3. Was the information you received about CalFresh (Food Stamps) and enrollment options helpful?
 Agree Somewhat Agree Disagree N/A
4. Was the information you received about healthy eating and nutrition helpful?
 Agree Somewhat Agree Disagree N/A
5. If you received help with completing a **CalFresh application**, were you satisfied with the help you received?
 Very Satisfied Satisfied Dissatisfied N/A
6. If you received help with completing **CalFresh quarterly reporting (QR7)**, were you satisfied with the help you received?
 Very Satisfied Satisfied Dissatisfied N/A
7. If you received help with completing **CalFresh annual redeterminations**, were you satisfied with the help you received?
 Very Satisfied Satisfied Dissatisfied N/A
8. Overall, how would you rate the services that you received?
 Excellent Good Fair Poor

What changes do you think would make the program better?

THANK YOU FOR YOUR TIME!



**Servicios y Retención de CalFresh
Encuesta de Satisfacción del Cliente
2016-2018**



Nos gustaría saber ¿qué tan satisfecho está usted con los servicios que ha recibido? Para ayudarnos a mejorar nuestro programa y servicios, por favor, tómese unos minutos para contestar las siguientes preguntas. **Completar esta encuesta es voluntario y sus respuestas serán confidenciales.**

Fecha: _____ Su Nombre (opcional): _____

¿Cuántos hijos tienen entre 0-5 años de edad? _____ ¿Cuántos son entre 6-17? _____

Marque con un círculo la respuesta que mejor describe su experiencia.

1. ¿Qué tan satisfecho está usted con el personal del programa en que lo trato?

Muy satisfecho Satisfecho Insatisfecho

2. ¿Los proveedores de servicios le trataron con respeto, además de ser considerado con la raza de su familia, la cultura, creencias y valores?

Muy de acuerdo De acuerdo En desacuerdo

3. ¿La información que recibió sobre CalFresh (Estampillas de Comida) y las opciones de inscripción fue útil?

Muy de acuerdo De acuerdo En desacuerdo N/A

4. ¿La información que recibió sobre la alimentación saludable y la nutrición fue útil?

Muy de acuerdo De acuerdo En desacuerdo N/A

5. Si le ayudó a completar una **solicitud de CalFresh**, ¿está satisfecho con la ayuda que recibió?

Muy satisfecho Satisfecho Insatisfecho N/A

6. Si usted recibe ayuda para completar los **informes trimestrales de CalFresh**, ¿está satisfecho con la ayuda que recibió?

Muy satisfecho Satisfecho Insatisfecho N/A

7. Si le ayudó a completar la **renovación anual de CalFresh**, ¿está satisfecho con la ayuda que recibió?

Muy satisfecho Satisfecho Insatisfecho N/A

8. En general, ¿cómo calificaría los servicios que usted recibió?

Excelente Bueno Regular Malo

¿Qué cambios cree usted que haría que el programa mejor?

¡GRACIAS POR SU TIEMPO!