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

DEPT: Community Services Agency BOARD AGENDA:5.B.1
AGENDA DATE: June 5, 2018

SUBJECT:

ATTEST:

Approval to Award Agreements with Sierra Vista Child and Family Services, Center for Human Services, and Catholic Charites of the Diocese of Stockton for the Provision of CalFresh Outreach and Enrollment Services to Stanislaus County Residents on Behalf of the Community Services Agency

BOARD ACTION AS FOLLOWS:	RESOLUTION NO. 2018-0253
On motion of Supervisor <u>Chiesa</u> and approved by the following vote,	Seconded by Supervisor Olsen
Ayes: Supervisors: Olsen, Chiesa, Withrov	v. Monteith, and Chairman DeMartini
Excused or Absent: Supervisors: None	
1) X Approved as recommended	
2) Denied	
3) Approved as amended	
4) Other:	
MOTION:	

PAM VILLARREAL, Assistant Clerk of the Board of Supervisors

File No.

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS AGENDA ITEM

DEPT: Community Services Agency BOARD AGENDA:5.B.1
AGENDA DATE: June 5, 2018

CONSENT: 📈

CEO CONCURRENCE: YES 4/5 Vote Required: No

SUBJECT:

Approval to Award Agreements with Sierra Vista Child and Family Services, Center for Human Services, and Catholic Charites of the Diocese of Stockton for the Provision of CalFresh Outreach and Enrollment Services to Stanislaus County Residents on Behalf of the Community Services Agency

STAFF RECOMMENDATION:

- 1. Approve the award of the three-year agreements by the Community Services Agency for the provision of CalFresh outreach and enrollment services to Sierra Vista Child and Family Services (Areas 1,4), Center for Human Services (Areas 2,3,6) and Catholic Charities of the Diocese of Stockton (Area 5).
- 2. Authorize the Community Services Director, or her designee, to sign the agreements, and any amendments up to \$25,000 for the agreements which are less than \$100,000; agreements that are more than \$100,000 may be amended up to \$75,000, to provide CalFresh outreach and enrollment services to Stanislaus County residents.

DISCUSSION:

On September 19, 2017 the Board of Supervisors authorized the General Services Agency (GSA) Purchasing Division to issue a Request for Proposal (RFP) on behalf of the Community Services Agency for the provision of CalFresh outreach and enrollment Services.

The goal of the RFP was to generate at least one proposal for each specific geographical area of Stanislaus County for the provision of CalFresh outreach and enrollment services. The RFP requested potential proposers to submit a separate proposal for each Area they were interested in serving. The following table illustrates the seven geographical areas requested to be served:

Area	Zip Code Service Area	Locations
1	95316, 95323, 95326,	Denair, Hickman, Hughson,
	95380,95381,95382	Turlock
2		Crowslanding, Newman, Patterson,
	95313,95360,95363,95387	Westley
3	95307, 95328	Ceres, Keyes
4	95351,95352, 95353, 95354,95358	Modesto
5	95319,95350,95355,95356,95357,	Empire, Modesto, Salida
	95368	·
		La Grange, Oakdale, Riverbank,
6	95329, 95361,95367,95386	Waterford

RFP 17-65-DQ was issued on November 2, 2017 and sent electronically to 500 vendors, 42 of which downloaded the RFP. A non-mandatory pre-proposal conference was held on November 15, 2017 and seven vendors were in attendance. The RFP closed on December 8, 2017 and GSA received complete responses from the five vendors listed below:

- Aspiranet Turlock, CA
- Center for Human Services (CHS) Modesto, CA
- The Catholic Council for the Spanish Speaking of the Diocese of Stockton (El Concilio) – Stockton, CA
- Catholic Charities of the Diocese of Stockton Stockton, CA
- Sierra Vista Child and Family Services Modesto, CA

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

The Evaluation Committee completed Phase II, which consisted of a review and evaluation of each proposer's qualification proposal along with the proposed budget. The scores of each member of the Evaluation Committee were averaged to determine the actual Phase II score for each finalist.

Phase II	Total Available Points	Total Average
	100	Points
Area 1 – Sierra Vista Child & Family Services		87.00
Area 2 – Center for Human Services		89.00
Area 3 – Center for Human Services		90.00
Area 4 – Sierra Vista Child & Family Services		88.67
Area 5 – Catholic Charities of the Diocese of		87.67
Stockton		
Area 6 – Center for Human Services		90.33

Awards were made to the vendors whose proposals best met the criteria set forth in the RFP and provides the best value to the County, with proposed budgets and all other factors considered.

POLICY ISSUE:

Approval of the agreements with Sierra Vista Child and Family Services (Areas 1,4), Center for Human Services (Areas 2,3,6) and Catholic Charities of the Diocese of Stockton (Area 5) as result of a Request for Proposal process allows the Community Services Agency to meet the County Purchasing Department's procurement guidelines. The guidelines state that non-professional contracted services that have reached a \$45,000 cumulative level and have not been competitively procured or those that have been previously competitively procured but have now reached the maximum three-year term imposed in the California Department of Social Services Management and Office Procedure 23-621, shall be competitively procured.

FISCAL IMPACT:

The total cost of the CalFresh Outreach and Enrollment service agreements is \$500,000 for the period of July 1, 2018 through June 30, 2019. This includes \$80,429 for Sierra Vista Child and Family Services (Area 1), \$33,685 for Center for Human Services (Area 2), \$46,720 for Center Human Services (Area 3), \$162,708 for Sierra Vista Child and Family Services (Area 4), \$127,980 for Catholic Charities of the Diocese of Stockton (Area 5) and \$48,478 for Center for Human Services (Area 6). Appropriations and estimated revenues to support these agreements have been included in the Community Services Agency's (CSA) Fiscal Year 2018-2019 Proposed Budget submission. The ongoing appropriations and revenues for the awarded contracts will be included in the Community Services Agency and the Children and Families Commission budget submission for the subsequent fiscal years. There is no additional impact to the County General Fund associated with this item.

The recommended annual maximum agreement amounts are listed below by vendor, area and zip code service area:

Vendor	Area	Zip Code Service Area	Annual Maximum
0: \/:\ 0\:\\0\:\	4	05040 05000 05000	Amount
Sierra Vista Child & Family	1	95316, 95323, 95326,	
Services		95380,95381,95382	\$80,429
Center for Human Services	2	95313,95360,95363,9538	
		7	\$33,685
Center for Human Services	3	95307, 95328	\$46,720
Sierra Vista Child & Family	4	95351,95352, 95353,	
Services		95354,95358	\$162,708
Catholic Charities of the Diocese	5	95319,95350,95355,9535	
of Stockton		6,95357, 95368	
			\$127,980
Center for Human Services	6	95329,	_
		95361,95367,95386	\$48,478

Total Agreements Amount for		
Total Agreements Amount for		
Fiscal Year 2018-2019		\$500,000

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priority of *Supporting Community Health* and *Delivering Efficient Public Services and Community Infrastructure* by awarding these agreements to provide CalFresh Outreach and Enrollment services to residents of Stanislaus County.

STAFFING IMPACT:

Community Services Agency staff is available to support these contracts at current contract 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 PERSON:

Kathryn M. Harwell, Director (209) 558-2500

ATTACHMENT(S):

- 1. Cal Fresh O and E Sierra Vista Contract Area 1
- 2. Cal Fresh O and E CHS Contract Area 2
- 3. Cal Fresh O and E CHS Contract Area 3
- 4. Cal Fresh O and E Sierra Vista Contract Area 4
- 5. Cal Fresh O and E Catholic Charities of the Dlocese of Stockton Area 5
- 6. Cal Fresh O and E CHS Contract Area 6

AGREEMENT BETWEEN COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY AND SIERRA VISTA CHILD AND FAMILY SERVICES FOR CALFRESH OUTREACH AND ENROLLMENT SERVICES JULY 1, 2018 THROUGH JUNE 30, 2019

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 July 1, 2018, 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

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, and in accordance with a schedule of work set forth in EXHIBIT A. 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.

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, 2019, 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 This Agreement may be terminated by either party without cause when a thirty (30) day written notice is provided to the other party. 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.
- 4. REQUIRED LICENSES, CERTIFICATES AND PERMITS

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in EXHIBIT A must be procured by 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.

Contractor shall comply with all local, state, and federal laws and regulations.

5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

6. INSURANCE

Coverage Required: Contractor shall obtain, and maintain at all times during the term of the Agreement, insurance coverage in the amounts and coverage specified in the attached EXHIBIT B.

DEFENSE AND INDEMNIFICATION.

- 7.1 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; provided, however, such indemnification shall not extend to cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.
- 7.2 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. STATUS OF CONTRACTOR

8.1 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.

- 8.2 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.
- 8.3 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 service is 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.
- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 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.

RECORDS AND AUDITS

- 9.1 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.
- 9.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.
- 9.3 Any authorized representative of County shall have access to any writings as described in section 9.1 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.
- 9.4 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.
- 9.5 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.
- 9.6 Monitoring by County may be accomplished by the following non-exclusive means: field reviews, audit claims, monthly review of records.
- 9.7 Contractor shall be responsible for the procurement and performance of an annual fiscal and compliance audit for each Contractor's fiscal years included in the term of this Agreement when Contractor's compensation exceeds \$75,000 per fiscal year.
- 9.8 Contractor expending 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. Contractor shall notify the CSA Contracts Unit at CSAReport@stancounty.com within five (5) business days of having submitted their Single Audit to the Federal Audit Clearinghouse.
- 9.9 For Contractors who have biennial financial and compliance audits completed, the reports must cover both years within the biennial period.
- 9.10 The financial and compliance audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.
- 9.11 Contractor shall include in the financial and compliance or Single Audit report the auditor's opinion and notes which indicates whether program expenditures are allowable pursuant to the provisions of 45 CFR, Part 74, and all applicable State and Federal quidelines, policies and procedures.
- 9.12 Expenses incurred by Contractor to provide for the performance of a financial and compliance audit or Single 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.
- 9.13 Contractor is responsible for submitting to County a financial and compliance audit report, prepared in accordance with section 9, within one hundred twenty (120) days of the end of the Contractor's fiscal year.

10. 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:

- 10.1 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.
- 10.2 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.
- 10.3 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. NON-DISCRIMINATION

- 11.1 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 including perception of a 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 nondiscrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
- 11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 11.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

ASSIGNMENT

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. 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.

14. 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 and Family Services

Attention: Judy Kindle, Chief Executive Officer

100 Poplar Avenue Modesto, CA 95354

15. 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.

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.

17. 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.

18. 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.

19. 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.

20. 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.

21. GENERAL ACCOUNTABILITY

- 21.1 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.
- 21.2 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.
- 21.3 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.

22. 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.

23. 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.

24. STATE ENERGY CONSERVATION PLAN

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

25. CONVICTION OF CRIME

- 25.1 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.
- 25.2 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.
- 25.3 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.

26. 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.

- 27. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS
 - 27.1 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".
 - 27.2 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 27 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 27 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 27 of this Agreement is a material representation of fact upon which reliance was placed by County when this transaction was entered into.

28. COMPLIANCE WITH FALSE CLAIMS ACT

- 28.1 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.
- 28.2 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.pdf and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor shall adhere to these policies and procedures.

29. ENTIRE AGREEMENT

- 29.1 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.
- 29.2 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.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY	SIERRA VISTA CHILD AND FAMILY SERVICES
By: Suthyn M. Lawell Kathryn M. Harwell	By: My Kindle
Title: <u>Director</u>	Title: Chief Executive Officer
Dated: <u>U</u>	Dated: 4//16/18
APPROVED AS TO FORM: COUNTY COUNSEL JOHN P. DOERING	COUNTY OF STANISLAUS
By: Clewa	Approved per BOS Item #: 20/8-025
Title: Deputy County Counsel	Date: 6/5/18
Dated:	

SIERRA VISTA CHILD AND FAMILY SERVICES AGREEMENT TO PROVIDE CALFRESH OUTREACH AND ENROLLMENT SERVICES JULY 1, 2018 THROUGH JUNE 30, 2019

Request for Proposal #17-65-DQ issued by Stanislaus County GSA Purchasing Division; the Contractor'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.

This Agreement is funded in whole or in part with Federal Funds and the contracted agency has been determined to have the role of a contractor per 2 CFR 200.330 (c) and is not subject to the Federal sub-recipient monitoring requirements. This Agreement is paid with the following Federal Catalog number 10.561.

I SCOPE OF WORK¹

- A. Contractor shall provide the following services:
 - 1. CalFresh outreach and enrollment services to residents of Stanislaus County primarily, but limited to the following areas: Denair, 95316; Hickman, 95323; Hughson, 95326 and Turlock, 95380, 95381 and 95382 as follows:
 - a. 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
 - b. Assist with completing applications, semi-annual reports and annual determinations for CalFresh
 - c. Promote nutrition information and educate families about healthy food choices leading to improved health outcomes for children in the community.
 - Outreach and information at community events;
 - Services to individuals and families:
 - 4. Attend meetings as mutually agreed upon by Contractor and County
- B. County shall provide the following to Contractor:
 - 1. Training on CalFresh eligibility and C4Yourself, County shall arrange with Contractor a date in July 2018 to provide overview training of the CalFresh Program, applications, renewal documents and Semi-Annual Eligibility Income Report (SAR 7).

2. Monthly Incomplete SAR 7 list – A list of all customers that have not yet completed a SAR 7 shall be provided by the 12th of the month.

II. REPORTING:

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

A. MONTHLY

- 1. CalFresh Applications Assisted Report, EXHIBIT D which is hereby incorporated by reference and made a part hereof; and
- 2. CalFresh Redeterminations Assisted Report, EXHIBIT E which is hereby incorporated by reference and made a part hereof; and
- 3. SAR 7 Assisted Report, EXHIBIT F which is hereby incorporated by reference and made a part hereof; and
- 4. Late SAR 7 Report with the following information:
 - Total number of customers reached.
 - b. Total number of messages left for customers
 - c. Total number customers that were unable to be reached (e.g. phone disconnected, no phone)
 - d. Total number of appointments made
- 5. Monthly reports are due the seventh (7th) day of the month following the service month.

B. QUARTERLY

Provide a statistical report, by the seventh (7th) day of the month following the end of the quarter, indicating the number of outreach activities, EXHIBIT G which is hereby incorporated by reference and made a part hereof.

C. ANNUALLY

Contractor shall submit to County Program Monitor an annual report in 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 D, E, F and G
- D. Receipt of the reports is required in order to make payment to Contractor. County shall provide Contractor with the forms via email and/or hard copy.

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

Teresa Baker at BakerT@stancounty.com

and

Laura Ortega at OrtegaL@stancounty.com

III. 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.

IV. MEDI-CAL DATA PRIVACY AND SECURITY

- A. Contractor shall comply with the privacy and security safeguards in the titled Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services (DHCS) and the County of Stanislaus, Community Services Agency located at http://www.stanworks.com/other-services/pdf/medi-cal-data-privacy-and-security-agreement.pdf.
- B. Contractor shall comply with Stanislaus County Board of Supervisors approved Cloud Policy http://www.stancounty.com/bos/agenda/2012/20121016/B02.pdf, by ensuring that in the course of providing services under this Agreement, any access to confidential data and customer Personal Identifiable Information (PII) pertaining to persons and/or entities, including but not limited to customer name, address, social security number, date and place of birth, driver's license number, identification number or any other information that identifies the individual remains confidential and is protected.
- C. Contractor shall abide by the following Information Technology (IT) protocols and procedures:
 - Process, store and/or transmit PII information only in accordance with the Medi-Cal Data Privacy and Security Agreement specifications using a secure encryption protocol, and in accordance with the National Institute of Standards and Technology (NIST) suite of special publications.
 - Obtain prior written approval from the Community Services Agency (CSA) IT Manager and the CSA Director thirty (30) days prior to:
 - a. Changing the methodology of storing, processing or transmitting customer PII and reports.
 - b. Using a cloud-based and/or file-sharing service to process, store or transmit customer PII.

- Prior to the approval, provide the name and address of the cloud-based or filesharing service provider, as well as a detailed description and documentation of the services' security features that demonstrate that the services meet the Medi-Cal Data Privacy and Security Agreement, the Social Security Administration TSSR 7.0.
- 4. PII data will not be processed, maintained, transmitted or stored in or by means of data communication channels, devices, computers or computer networks located in geographic or virtual areas not subject to United States law.

V. COMPENSATION:

- A. Contractor shall be compensated for the services provided under this Agreement as follows:
 - 1. The maximum amount of this Agreement for the period July 1, 2018, through June 30, 2019, shall not exceed \$80,429.
 - 2. This is a cost reimbursement Agreement. The costs attendant to the provision of services are described in EXHIBIT C which is hereby incorporated by reference and made a part hereof.
 - Contractor shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT C, 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. Contractor agrees to sign and comply with the Assurance of Compliance Form.
- 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 July 2018 through April 2019, 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 2019 are as follows:

May 2019 is due June 5, 2019 June 2019 Partial is due June 10, 2019 June 2019 Final is due July 8, 2019

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

2. Invoices shall be submitted to:

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

or

AccountsPayableTeam@stancounty.com

Accounts Payable Supervisor Phone: (209) 558-2217

- 3. 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. In addition, Contractor shall submit a monthly list of all participants in the contracted activities and include their full name, social security number and case number (if available).
- To ensure compliance with Federal and State regulations, County may require additional supporting documentation or clarification of claimed expenses as follows:
 - a. County Accounts Payable staff shall notify Contractor to obtain necessary additional documentation or clarification.
 - b. Contractor shall respond within seventy-two (72) hours with required additional documentation or clarification to avoid disallowances/partial payment of invoice.
 - c. All invoices containing expenses that need additional documentation or clarification not provided to County within seventy-two (72) hours of request shall have those expenses disallowed and only the allowed expenses shall be paid.
 - d. Contractor may resubmit disallowed expenses as a supplemental invoice only and must be accompanied by required documentation.

H. Payments:

- 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.
- 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://intranet/departments/auditor-controller/policies 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.

EXHIBIT B

Insurance Required for Most Contracts

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability: 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 the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
- 3. Workers' Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in

connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

Walver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor egrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, 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 Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

- 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of Insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

N/A Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.
N/A Exempt from WC - I am exempt from providing workers' compensation coverage as
required under section 1861 and 3700 of the California Labor Code.
I acknowledge the insurance requirements listed above.
Print Name: Judy Kindle Date: 4-16-18
Signature: Date: 476-18
Vendor Name Sierra Vista Child & Family Services
Volido I Name.
For CEO-Risk Management Division use only
Exception: N/A
Approved by CEO-Risk Management Division; Reven Wars Date: 5/17/2018

SIERRA VISTA CHILD AND FAMILY SERVICES CALFRESH OUTREACH AND ENROLLMENT SERVICES JULY 1, 2018 THROUGH JUNE 30, 2019 AGREEMENT BUDGET

BUDGET CATEGORY	TOTAL
Personnel Services Salaries	\$55,016
Fringe Benefits (Invoice actual employer paid only)	13,203
Total Personnel	\$68,219
Operating Expenses	\$ 4,899
Indirect (10% of Personnel and Operating)	\$ 7,311
TOTAL COSTS	\$ 80,429

CALFRESH OUTREACH

Partner	Name:					
APPLICAT	IONS ASSISTED					
			HOW APPLICAT	HOW APPLICATION SUBMITTED		
DATE	NAME OF PRIMARY APPLICANT	SOCIAL SECURITY OF APPLICANT/CASE NUMBER	C4Yourself	Paper/Mail		
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Total App	lications Assisted For The Month]			
	lications Assisted for 7/2018 - 6/2019					

CALFRESH OUTREACH

Partner	Name:				
REDETERM	MINATIONS ASSISTED				
			HOW REDETERMINATION SUBMITTED		
DATE	NAME OF PRIMARY APPLICANT	SOCIAL SECURITY OF APPLICANT/CASE NUMBER	C4Yourself	Paper/Mail	
					
					
					
				-	
	 				
Total Red	eterminations Assisted For The Month				
Total Red	eterminations Assisted For 7/2018 - 6/201	9			

CalFresh Redetermination Assisted

CALFRESH OUTREACH

Partner N	ame:				
SEMI ANA	IIIAI DEDODT ASSISTED (SAD 7)				
SEMI ANNUAL REPORT ASSISTED (SAR 7)			HOW SAR 7 SUBMITTED		
DATE	NAME OF PRIMARY APPLICANT	SOCIAL SECURITY OF PRIMARY/CASE NUMBER	C4Yourself	Paper/Mail	
				<u></u>	
					
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•	-				
	nber of SAR 7s Assisted For The Month				
Total Nun	nber of SAR 7s Asssisted For 7/2018 - 6/2019				

CalFresh SAR 7 Report

07/2018 - 06/2019 Stanislaus County CalFresh Outreach Quarterly Report

		Prepared			
Date:	_	Ву:			
Agency:	Phone:				
	-	Email:			
	7/18 - 9/18	10/18 - 12/18	1/19 - 3/19	4/19 - 6/19	Total
HOW MUCH DID WE DO?		•			
Number of events attended					
Number of applicants assisted					
Number of redeterminations assisted					
Number of individuals assisted/reached					<u> </u>
Number of individuals contacted for missing SAR 7s		<u> </u>			
IS ANYONE BETTER OFF?					
Customer Stories (may need to attach a separate document)					
WHAT WORKED WELL?				<u> </u>	
(may need to attach a separate document)	_				
WHAT NEEDS TO BE IMPROVED AND HOW?					
(may need to attach a separate document)					

CalFresh Quarterly Report Form

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY AND CENTER FOR HUMAN SERVICES FOR CALFRESH OUTREACH AND ENROLLMENT SERVICES JULY 1, 2018 THROUGH JUNE 30, 2019

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 non-profit corporation, and entered into as of the later of July 1, 2018, 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

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, and in accordance with a schedule of work set forth in EXHIBIT A. 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.

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.

TERM

- 3.1 The term of this Agreement shall be from the Effective Date through June 30, 2019, 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 This Agreement may be terminated by either party without cause when a thirty (30) day written notice is provided to the other party. 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.

4. REQUIRED LICENSES, CERTIFICATES AND PERMITS

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in EXHIBIT A must be procured by 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.

Contractor shall comply with all local, state, and federal laws and regulations.

5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

6. INSURANCE

Coverage Required: Contractor shall obtain, and maintain at all times during the term of the Agreement, insurance coverage in the amounts and coverage specified in the attached EXHIBIT B.

DEFENSE AND INDEMNIFICATION

- 7.1 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; provided, however, such indemnification shall not extend to cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.
- 7.2 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. STATUS OF CONTRACTOR

8.1 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.

- 8.2 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.
- 8.3 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 service is 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.
- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 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.

9. RECORDS AND AUDITS

- 9.1 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.
- 9.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.
- 9.3 Any authorized representative of County shall have access to any writings as described in section 9.1 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.
- 9.4 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.
- 9.5 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.
- 9.6 Monitoring by County may be accomplished by the following non-exclusive means: field reviews, audit claims, monthly review of records.
- 9.7 Contractor shall be responsible for the procurement and performance of an annual fiscal and compliance audit for each Contractor's fiscal years included in the term of this Agreement when Contractor's compensation exceeds \$75,000 per fiscal year.
- 9.8 Contractor expending 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. Contractor shall notify the CSA Contracts Unit at CSAReport@stancounty.com within five (5) business days of having submitted their Single Audit to the Federal Audit Clearinghouse.
- 9.9 For Contractors who have biennial financial and compliance audits completed, the reports must cover both years within the biennial period.
- 9.10 The financial and compliance audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.
- 9.11 Contractor shall include in the financial and compliance or Single Audit report the auditor's opinion and notes 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.
- 9.12 Expenses incurred by Contractor to provide for the performance of a financial and compliance audit or Single 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.
- 9.13 Contractor is responsible for submitting to County a financial and compliance audit report, prepared in accordance with section 9, within one hundred twenty (120) days of the end of the Contractor's fiscal year.

10. 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:

- 10.1 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.
- 10.2 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.
- 10.3 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.

Non-discrimination

- During the performance of this Agreement, Contractor and its officers, employees, 11.1 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 including perception of a 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 nondiscrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
- 11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 11.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

12. ASSIGNMENT

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. 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.

14. 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 West Briggsmore Avenue, Suite I

Modesto, CA 95350

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21 GENERAL ACCOUNTABILITY

- 21.1 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.
- 21.2 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.
- 21.3 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.

22. 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.

23. 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.

24. STATE ENERGY CONSERVATION PLAN

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

25. CONVICTION OF CRIME

- 25.1 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.
- 25.2 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.
- 25.3 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.

26. 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.

- 27. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS
 - 27.1 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".
 - 27.2 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 27 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 27 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 27 of this Agreement is a material representation of fact upon which reliance was placed by County when this transaction was entered into.

28. COMPLIANCE WITH FALSE CLAIMS ACT

- 28.1 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.
- 28.2 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.pdf and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor shall adhere to these policies and procedures.

29. ENTIRE AGREEMENT

- 29.1 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.
- 29.2 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.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY	CENTER FOR HUMAN SERVICES
By: Pashyn M. Harwell Kathryn M. Harwell	By: <u>Cynthu Duenas</u> Cynthia Duenas
Title: <u>Director</u>	Title: Executive Director
Dated: U[12/18	Dated:
APPROVED AS TO FORM: COUNTY COUNSEL JOHN P. DOERING	COUNTY OF STANISLAUS
By:CUU	Approved per BOS Item #: 2018-025
Title:Deputy County Counsel	Date: 6/5//8

CENTER FOR HUMAN SERVICES AGREEMENT TO PROVIDE CALFRESH OUTREACH AND ENROLLMENT SERVICES JULY 1, 2018 THROUGH JUNE 30, 2019

Request for Proposal #17-65-DQ issued by Stanislaus County GSA Purchasing Division; the Contractor'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.

This Agreement is funded in whole or in part with Federal Funds and the contracted agency has been determined to have the role of a contractor per 2 CFR 200.330 (c) and is not subject to the Federal sub-recipient monitoring requirements. This Agreement is paid with the following Federal Catalog number 10.561.

I. SCOPE OF WORK:

- A. Contractor shall provide the following services:
 - 1. CalFresh outreach and enrollment services to residents of Stanislaus County primarily, but limited to the following areas: Crowslanding, 95313; Newman, 95360; Patterson, 95363; and Westley, 95387 as follows:
 - a. 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;
 - b. Assist with completing applications, semi-annual reports and annual determinations for CalFresh
 - c. Promote nutrition information and education families about healthy food choices leading to improved health outcomes for children in the community.
 - 2. Outreach and information at community events and other services;
 - 3. To individuals and families:
 - 4. Attend meetings as mutually agreed upon by Contractor and County.
- B. County shall provide the following to Contractor:
 - Training on CalFresh eligibility and C4Yourself, County shall arrange with Contractor a date in July 2018 to provide overview training of the CalFresh Program, applications, renewal documents and Semi-Annual Eligibility Income Report (SAR 7).

2. Monthly Incomplete SAR 7 list – A list of all customers that have not yet completed a SAR 7 shall be provided by the 12th of the month.

II. REPORTING:

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

A. MONTHLY

- 1. CalFresh Applications Assisted Report, EXHIBIT D which is hereby incorporated by reference and made a part hereof; and
- 2. CalFresh Redeterminations Assisted Report, EXHIBIT & which is hereby incorporated by reference and made a part hereof; and
- 3. SAR 7 Assisted Report, EXHIBIT F which is hereby incorporated by reference and made a part hereof; and
- 4. Late SAR 7 Report with the following information:
 - a. Total number of customers reached
 - b. Total number of messages left for customers
 - c. Total number customers that were unable to be reached (e.g. phone disconnected, no phone)
 - d. Total number of appointments made
- 5. Monthly reports are due the seventh (7th) day of the month following the service month.

B. QUARTERLY

Provide a statistical report, by the seventh (7th) day of the month following the end of the quarter, indicating the number of outreach activities, EXHIBIT G which is hereby incorporated by reference and made a part hereof.

C. ANNUALLY

Contractor shall submit to County Program Monitor an annual report in 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 D, E, F and G

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

Teresa Baker at BakerT@stancounty.com

and

Laura Ortega at OrtegaL@stancounty.com

III. 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.

IV. MEDI-CAL DATA PRIVACY AND SECURITY

- A. Contractor shall comply with the privacy and security safeguards in the titled Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services (DHCS) and the County of Stanislaus, Community Services Agency located at http://www.stanworks.com/other-services/pdf/medi-cal-data-privacy-and-security-agreement.pdf.
- B. Contractor shall comply with Stanislaus County Board of Supervisors approved Cloud Policy http://www.stancounty.com/bos/agenda/2012/20121016/802.pdf, by ensuring that in the course of providing services under this Agreement, any access to confidential data and customer Personal Identifiable Information (PII) pertaining to persons and/or entities, including but not limited to customer name, address, social security number, date and place of birth, driver's license number, identification number or any other information that identifies the individual remains confidential and is protected.
- C. Contractor shall abide by the following Information Technology (IT) protocols and procedures:
 - 1. Process, store and/or transmit PII information only in accordance with the Medi-Cal Data Privacy and Security Agreement specifications using a secure encryption protocol, and in accordance with the National Institute of Standards and Technology (NIST) suite of special publications.
 - 2. Obtain prior written approval from the Community Services Agency (CSA) IT Manager and the CSA Director thirty (30) days prior to:
 - Changing the methodology of storing, processing or transmitting customer PII and reports.

- Using a cloud-based and/or file-sharing service to process, store or transmit customer PII.
- Prior to the approval, provide the name and address of the cloud-based or filesharing service provider, as well as a detailed description and documentation of the services' security features that demonstrate that the services meet the Medi-Cal Data Privacy and Security Agreement, the Social Security Administration TSSR 7.0.
- 4. PII data will not be processed, maintained, transmitted or stored in or by means of data communication channels, devices, computers or computer networks located in geographic or virtual areas not subject to United States law.

V. COMPENSATION:

- A. Contractor shall be compensated for the services provided under this Agreement as follows:
 - 1. The maximum amount of this Agreement for the period July 1, 2018, through June 30, 2019, shall not exceed \$33,685.
 - This is a cost reimbursement Agreement. The costs attendant to the provision of services are described in EXHIBIT C which is hereby incorporated by reference and made a part hereof.
 - Contractor shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT C, 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. Contractor agrees to sign and comply with the Assurance of Compliance Form.
- 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 July 2018 through April 2019, 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 2019 are as follows:

May 2019 is due June 5, 2019 June 2019 Partial is due June 10, 2019 June 2019 Final is due July 8, 2019

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

Invoices shall be submitted to:

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

ОГ

AccountsPayableTeam@stancounty.com

Accounts Payable Supervisor Phone: (209) 558-2217

- 3. 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. In addition, Contractor shall submit a monthly list of all participants in the contracted activities and include their full name, social security number and case number (if available).
- 4. To ensure compliance with Federal and State regulations, County may require additional supporting documentation or clarification of claimed expenses as follows:
 - a. County Accounts Payable staff shall notify Contractor to obtain necessary additional documentation or clarification.
 - Contractor shall respond within seventy-two (72) hours with required additional documentation or clarification to avoid disallowances/partial payment of invoice.
 - c. All invoices containing expenses that need additional documentation or clarification not provided to County within seventy-two (72) hours of request shall have those expenses disallowed and only the allowed expenses shall be paid.
 - d. Contractor may resubmit disallowed expenses as a supplemental invoice only and must be accompanied by required documentation.

H. Payments:

- 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.
- 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://intranet/departments/auditor-controller/policies 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.

EXHIBIT B

Insurance Required for Most Contracts

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability: 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 the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and nonowned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution flability.
- Workers' Compensation Insurance as required by the State of California, with Statutory
 Limits, and Employer's Liability insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in

connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; <u>and</u> CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

Weiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions.

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy tanguage shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, 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 Approved Surplus Line (nsurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

- 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and voluntains framiless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

N/A Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.
N/A Exempt from WC – I am exempt from providing workers' compensation coverage as
required under section 1861 and 3700 of the California Labor Code.
l acknowledge the insurance requirements listed above.
Print Name: Cynthia Dulhas Date: 5/7/18
Signature:
Vendor Name: Center for Human Services
For CEO-Risk Management Division use only
The second of th
Exception: N/A
Approved by CEO-Risk Management Division: News Natt Date: 5/18/18

CENTER FOR HUMAN SERVICES CALFRESH OUTREACH AND ENROLLMENT SERVICES JULY 1, 2018 THROUGH JUNE 30, 2019 AGREEMENT BUDGET

BUDGET CATEGORY	TOTAL
Personnel Services Salaries	\$18,744
Fringe Benefits (Invoice actual employer paid only)	4,480
Total Personnel	\$23,224
Operating Expenses	\$ 5,815
Indirect (16% of Personnel and Operating per Federal Letter)	\$ 4,646
TOTAL COSTS	\$33,685

CALFRESH OUTREACH

Partner i	Name:			
APPLICATION	ONS ASSISTED			
		T	HOW APPLICATION SUBMITTED	
DATE	NAME OF PRIMARY APPLICANT	SOCIAL SECURITY OF APPLICANT/CASE NUMBER	C4Yourself	Paper/Mail
<u> </u>				
	-		 	
			-	
			1	
	cations Assisted For The Month		-	
rotal Appli	cations Assisted for 7/2018 - 6/2019]	

CalFresh Monthly Application Report

CALFRESH OUTREACH

Partner I	vame:	<u> </u>				
REDETERMI	NATIONS ASSISTED					
	THE PROJECT OF THE PROPERTY OF		HOW REDETERN	RMINATION SUBMITTED		
DATE	NAME OF PRIMARY APPLICANT	SOCIAL SECURITY OF APPLICANT/CASE NUMBER		Paper/Mail		
						
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Total Redet	erminations Assisted For The Month		<u> </u>			
	erminations Assisted For T/2018 - 6/2019					

CalFresh Redetermination Assisted

CALFRESH OUTREACH

			HOW SAR	HOW SAR 7 SUBMITTED		
ATE	NAME OF PRIMARY APPLICANT	SOCIAL SECURITY OF PRIMARY/CASE NUMBER	C4Yourself	Paper/Mai		
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tal Num	ber of SAR 7s Assisted For The Month					
	ber of SAR 7s Asssisted For 7/2018 - 6/2019					

CalFresh SAR 7 Report

07/2018 - 06/2019 Stanislaus County CalFresh Outreach Quarterly Report

		Prepared			
Date:	_	By:			
Agency:	_	Phone:			
		Email:	·		
	7/18 - 9/18	10/18 - 12/18	1/19 - 3/19	4/19 - 6/19	Total
HOW MUCH DID WE DO?	·	<u> </u>			
Number of events attended					
Number of applicants assisted					
Number of redeterminations assisted			- -		
Number of individuals assisted/reached	-				
Number of individuals contacted for missing SAR 7s					
IS ANYONE BETTER OFF?					
Customer Stories (may need to attach a separate document)					
WHAT WORKED WELL?					
(may need to attach a separate document)					
WHAT NEEDS TO BE IMPROVED AND HOW?					
(may need to attach a separate document)					

CalFresh Quarterly Report Form

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY AND CENTER FOR HUMAN SERVICES FOR CALFRESH OUTREACH AND ENROLLMENT SERVICES JULY 1, 2018 THROUGH JUNE 30, 2019

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 non-profit corporation, and entered into as of the later of July 1, 2018, 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

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, and in accordance with a schedule of work set forth in EXHIBIT A. 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.

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, 2019, 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 This Agreement may be terminated by either party without cause when a thirty (30) day written notice is provided to the other party. 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.
- 4. REQUIRED LICENSES, CERTIFICATES AND PERMITS

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in EXHIBIT A must be procured by 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.

Contractor shall comply with all local, state, and federal laws and regulations.

5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

INSURANCE

Coverage Required: Contractor shall obtain, and maintain at all times during the term of the Agreement, insurance coverage in the amounts and coverage specified in the attached EXHIBIT B.

7. DEFENSE AND INDEMNIFICATION

- 7.1 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; provided, however, such indemnification shall not extend to cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.
- 7.2 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. STATUS OF CONTRACTOR

8.1 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.

- 8.2 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.
- 8.3 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 service is 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.
- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 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.

9. RECORDS AND AUDITS

- 9.1 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.
- 9.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.
- 9.3 Any authorized representative of County shall have access to any writings as described in section 9.1 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.
- 9.4 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.
- 9.5 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.
- 9.6 Monitoring by County may be accomplished by the following non-exclusive means: field reviews, audit claims, monthly review of records.
- 9.7 Contractor shall be responsible for the procurement and performance of an annual fiscal and compliance audit for each Contractor's fiscal years included in the term of this Agreement when Contractor's compensation exceeds \$75,000 per fiscal year.
- 9.8 Contractor expending 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. Contractor shall notify the CSA Contracts Unit at CSAReport@stancounty.com within five (5) business days of having submitted their Single Audit to the Federal Audit Clearinghouse.
- 9.9 For Contractors who have biennial financial and compliance audits completed, the reports must cover both years within the biennial period.
- 9.10 The financial and compliance audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.
- 9.11 Contractor shall include in the financial and compliance or Single Audit report the auditor's opinion and notes which indicates whether program expenditures are allowable pursuant to the provisions of 45 CFR, Part 74, and all applicable State and Federal quidelines, policies and procedures.
- 9.12 Expenses incurred by Contractor to provide for the performance of a financial and compliance audit or Single 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.
- 9.13 Contractor is responsible for submitting to County a financial and compliance audit report, prepared in accordance with section 9, within one hundred twenty (120) days of the end of the Contractor's fiscal year.

10. 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:

- 10.1 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.
- 10.2 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.
- 10.3 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. Non-discrimination

- 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 including perception of a 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 and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
- 11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 11.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

12. ASSIGNMENT

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. 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.

14. 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 West Briggsmore Avenue, Suite I

Modesto, CA 95350

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. GENERAL ACCOUNTABILITY

- 21.1 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.
- 21.2 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.
- 21.3 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.

22. 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.

23. 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.

24. STATE ENERGY CONSERVATION PLAN

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

25. CONVICTION OF CRIME

- 25.1 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.
- 25.2 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.
- 25.3 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.

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.

- 27. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS
 - 27.1 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".
 - 27.2 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 27 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 27 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 27 of this Agreement is a material representation of fact upon which reliance was placed by County when this transaction was entered into.

28. COMPLIANCE WITH FALSE CLAIMS ACT.

- 28.1 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.
- 28.2 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.pdf and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor shall adhere to these policies and procedures.

29. ENTIRE AGREEMENT

- 29.1 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.
- 29.2 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.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY	CENTER FOR HUMAN SERVICES
By: Pashyn M. Harwell Kathryn M. Harwell	By: <u>Cynthu Duenas</u> Cynthia Duenas
Title: <u>Director</u>	Title: Executive Director
Dated: U[12/18	Dated:
APPROVED AS TO FORM: COUNTY COUNSEL JOHN P. DOERING	COUNTY OF STANISLAUS
By:CUU	Approved per BOS Item #: 2018-025
Title:Deputy County Counsel	Date: 6/5//8

CENTER FOR HUMAN SERVICES AGREEMENT TO PROVIDE CALFRESH OUTREACH AND ENROLLMENT SERVICES JULY 1, 2018 THROUGH JUNE 30, 2019

Request for Proposal #17-65-DQ issued by Stanislaus County GSA Purchasing Division; the Contractor'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.

This Agreement is funded in whole or in part with Federal Funds and the contracted agency has been determined to have the role of a contractor per 2 CFR 200.330 (c) and is not subject to the Federal subrecipient monitoring requirements. This Agreement is paid with the following Federal Catalog number 10.561.

I. SCOPE OF WORK:

- A. Contractor shall provide the following services:
 - 1. CalFresh outreach and enrollment services to residents of Stanislaus County primarily, but limited to the following areas: Ceres, 95307 and Keyes, 95328 as follows:
 - a. 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;
 - b. Assist with completing applications, semi-annual reports and annual determinations for CalFresh:
 - c. Promote nutrition information and educate families about healthy food choices leading to improved health outcomes for children in the community.
 - Outreach and information at community events and other services;
 - 3. To individuals and families;
 - 4. Attend meetings as mutually agreed upon by Contractor and County
- B. County shall provide the following to Contractor:
 - 1. Training on CalFresh eligibility and C4Yourself, County shall arrange with Contractor a date in July 2018 to provide overview training of the CalFresh Program, applications, renewal documents and Semi-Annual Eligibility Income Report (SAR 7).

2. Monthly Incomplete SAR 7 list – A list of all customers that have not yet completed a SAR 7 shall be provided by the 12th of the month.

II. REPORTING:

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

A. MONTHLY

- 1. CalFresh Applications Assisted Report, EXHIBIT D which is hereby incorporated by reference and made a part hereof; and
- 2. CalFresh Redeterminations Assisted Report, EXHIBIT E which is hereby incorporated by reference and made a part hereof; and
- 3. SAR 7 Assisted Report, EXHIBIT F which is hereby incorporated by reference and made a part hereof; and
- 4. Late SAR 7 Report with the following information:
 - a. Total number of customers reached
 - b. Total number of messages left for customers
 - c. Total number customers that were unable to be reached (e.g. phone disconnected, no phone)
 - d. Total number of appointments made
- 5. Monthly reports are due the fifth day of the month following the service month.

B. QUARTERLY

Provide a statistical report, by the seventh (7th) day of the month following the end of the quarter, indicating the number of outreach activities, EXHIBIT G which is hereby incorporated by reference and made a part hereof.

C. ANNUALLY

Contractor shall submit to County Program Monitor an annual report in 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 D, E, F and G
- D. Receipt of the reports is required in order to make payment to Contractor. County shall provide Contractor with the forms via email and/or hard copy.

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

Teresa Baker at BakerT@stancounty.com

and

Laura Ortega at OrtegaL@stancounty.com

III. 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.

IV. MEDI-CAL DATA PRIVACY AND SECURITY

- A. Contractor shall comply with the privacy and security safeguards in the titled Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services (DHCS) and the County of Stanislaus, Community Services Agency located at http://www.stanworks.com/other-services/pdf/medi-cal-data-privacy-and-security-agreement.pdf.
- B. Contractor shall comply with Stanislaus County Board of Supervisors approved Cloud Policy_http://www.stancounty.com/bos/agenda/2012/20121016/B02.pdf, by ensuring that in the course of providing services under this Agreement, any access to confidential data and customer Personal Identifiable Information (PII) pertaining to persons and/or entities, including but not limited to customer name, address, social security number, date and place of birth, driver's license number, identification number or any other information that identifies the individual remains confidential and is protected.
- C. Contractor shall abide by the following Information Technology (IT) protocols and procedures:
 - Process, store and/or transmit PII information only in accordance with the Medi-Cal Data Privacy and Security Agreement specifications using a secure encryption protocol, and in accordance with the National Institute of Standards and Technology (NIST) suite of special publications.
 - 2. Obtain prior written approval from the Community Services Agency (CSA) IT Manager and the CSA Director thirty (30) days prior to:
 - a. Changing the methodology of storing, processing or transmitting customer PII and reports.
 - b. Using a cloud-based and/or file-sharing service to process, store or transmit customer PII.

- Prior to the approval, provide the name and address of the cloud-based or filesharing service provider, as well as a detailed description and documentation of the services' security features that demonstrate that the services meet the Medi-Cal Data Privacy and Security Agreement, the Social Security Administration TSSR 7.0.
- 4. PII data will not be processed, maintained, transmitted or stored in or by means of data communication channels, devices, computers or computer networks located in geographic or virtual areas not subject to United States law.

V. COMPENSATION:

- A. Contractor shall be compensated for the services provided under this Agreement as follows:
 - 1. The maximum amount of this Agreement for the period July 1, 2018, through June 30, 2019, shall not exceed \$46,720.
 - This is a cost reimbursement Agreement. The costs attendant to the provision of services are described in EXHIBIT C which is hereby incorporated by reference and made a part hereof.
 - Contractor shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT C, 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. Contractor agrees to sign and comply with the Assurance of Compliance Form.
- 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 Federat 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 July 2018 through April 2019, 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 2019 are as follows:

May 2019 is due June 5, 2019 June 2019 Partial is due June 10, 2019 June 2019 Final is due July 8, 2019

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

Invoices shall be submitted to:

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

or

AccountsPayableTeam@stancounty.com

Accounts Payable Supervisor Phone: (209) 558-2217

- 3. 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. In addition, Contractor shall submit a monthly list of all participants in the contracted activities and include their full name, social security number and case number (if available).
- 4. To ensure compliance with Federal and State regulations, County may require additional supporting documentation or clarification of claimed expenses as follows:
 - a. County Accounts Payable staff shall notify Contractor to obtain necessary additional documentation or clarification.
 - b. Contractor shall respond within seventy-two (72) hours with required additional documentation or clarification to avoid disallowances/partial payment of invoice.
 - c. All invoices containing expenses that need additional documentation or clarification not provided to County within seventy-two (72) hours of request shall have those expenses disallowed and only the allowed expenses shall be paid.
 - d. Contractor may resubmit disallowed expenses as a supplemental invoice only and must be accompanied by required documentation.

H. Payments:

- 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.
- 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://intranet/departments/auditor-controller/policies 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.

EXHIBIT B

Insurance Required for Most Contracts

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability: 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 the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
- 3. Workers' Compensation Insurance as required by the State of California, with Statutory

 Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in

connection with such work or operations. General ilability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

Waiver of Subrogation

Contractor hereby grants to County a walver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions.

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of insurers

insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, 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 Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide claims-made coverage:

 The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

- 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indomnity and hold the County and its officers, officials; employees, agents and voluntums harminess under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

acknowledge	the insurance require	ments listed above.		
rint Name:	Cynthia Du	enas	Date: 3/7/18	
Signature:	Cynthia	Junas	Date: \$718	
/endor Name:	Center for Hur	man Services	- 1	
or CFO-Risk I	Management Division us	ae only		

CENTER FOR HUMAN SERVICES CALFRESH OUTREACH AND ENROLLMENT SERVICES JULY 1, 2018 THROUGH JUNE 30, 2019 AGREEMENT BUDGET

BUDGET CATEGORY	<u>TOTAL</u>
Personnel Services Salaries	\$27,358
Fringe Benefits (Invoice actual employer paid only)	6,538
Total Personnel	\$33,896
Operating Expenses	\$ 6,380
Indirect (16% of Personnel and Operating per Federal Letter)	\$ 6,444
TOTAL COSTS	\$46,720

Partner	Name:	<u></u>		
APPLICATI	ONS ASSISTED			
			HOW APPLICATION SUBMITTED	
DATE	NAME OF PRIMARY APPLICANT	SOCIAL SECURITY OF APPLICANT/CASE NUMBER	C4Yourself	Paper/Mail
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	ications Assisted For The Month		1	
Total Appl	ications Assisted for 7/2018 - 6/2019			

Partner	Name:			
REDETERM	MINATIONS ASSISTED			
			HOW REDETERN	MINATION SUBMITTED
DATE	NAME OF PRIMARY APPLICANT	SOCIAL SECURITY OF APPLICANT/CASE NUMBER	C4Yourself	Paper/Mail
			 	
			 	
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	eterminations Assisted For The Month		ļ	
Total Red	eterminations Assisted For 7/2018 - 6/2019	9		

CalFresh Redetermination Assisted

Partner N	ame:			
SEMI ANN	NUAL REPORT ASSISTED (SAR 7)			
			HOW SAR	7 SUBMITTED
DATE	NAME OF PRIMARY APPLICANT	SOCIAL SECURITY OF PRIMARY/CASE NUMBER	C4Yourself	Paper/Mail
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Total Num	nber of SAR 7s Assisted For The Month			
	nber of SAR 7s Asssisted For 7/2018 - 6/2019			

CalFresh SAR 7 Report

07/2018 - 06/2019 Stanislaus County CalFresh Outreach Quarterly Report

1/19 - 3/19	4/19 - 6/19	Total
1/19 - 3/19	4/19 - 6/19	Total

CalFresh Quarterly Report Form

AGREEMENT BETWEEN COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY AND SIERRA VISTA CHILD AND FAMILY SERVICES FOR CALFRESH OUTREACH AND ENROLLMENT SERVICES JULY 1, 2018 THROUGH JUNE 30, 2019

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 July 1, 2018, 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, and in accordance with a schedule of work set forth in EXHIBIT A. 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.

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.

TERM

- 3.1 The term of this Agreement shall be from the Effective Date through June 30, 2019, 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 This Agreement may be terminated by either party without cause when a thirty (30) day written notice is provided to the other party. 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.

4. REQUIRED LICENSES, CERTIFICATES AND PERMITS

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in EXHIBIT A must be procured by 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.

Contractor shall comply with all local, state, and federal laws and regulations.

5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

6. INSURANCE

Coverage Required: Contractor shall obtain, and maintain at all times during the term of the Agreement, insurance coverage in the amounts and coverage specified in the attached EXHIBIT B.

DEFENSE AND INDEMNIFICATION.

- 7.1 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; provided, however, such indemnification shall not extend to cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.
- 7.2 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. STATUS OF CONTRACTOR

8.1 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.

- 8.2 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.
- 8.3 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 service is 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.
- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 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.

9. RECORDS AND AUDITS

- 9.1 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.
- 9.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.
- 9.3 Any authorized representative of County shall have access to any writings as described in section 9.1 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.
- 9.4 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.
- 9.5 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.
- 9.6 Monitoring by County may be accomplished by the following non-exclusive means: field reviews, audit claims, monthly review of records.
- 9.7 Contractor shall be responsible for the procurement and performance of an annual fiscal and compliance audit for each Contractor's fiscal years included in the term of this Agreement when Contractor's compensation exceeds \$75,000 per fiscal year.
- 9.8 Contractor expending 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. Contractor shall notify the CSA Contracts Unit at CSAReport@stancounty.com within five (5) business days of having submitted their Single Audit to the Federal Audit Clearinghouse.
- 9.9 For Contractors who have biennial financial and compliance audits completed, the reports must cover both years within the biennial period.
- 9.10 The financial and compliance audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.
- 9.11 Contractor shall include in the financial and compliance or Single Audit report the auditor's opinion and notes 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.
- 9.12 Expenses incurred by Contractor to provide for the performance of a financial and compliance audit or Single 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.
- 9.13 Contractor is responsible for submitting to County a financial and compliance audit report, prepared in accordance with section 9, within one hundred twenty (120) days of the end of the Contractor's fiscal year.

10. 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:

- 10.1 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.
- 10.2 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.
- 10.3 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 quilty of misdemeanor.

11. Non-discrimination

- 11.1 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 including perception of a 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 nondiscrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
- 11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 11.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

12. ASSIGNMENT

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. 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.

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 and Family Services

Attention: Judy Kindle, Chief Executive Officer

100 Poplar Avenue Modesto, CA 95354

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

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.

21. GENERAL ACCOUNTABILITY

- 21.1 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.
- 21.2 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.
- 21.3 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.

22. 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.

23. 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.

24. STATE ENERGY CONSERVATION PLAN

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

25. CONVICTION OF CRIME

- 25.1 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.
- 25.2 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.
- 25.3 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.

26. 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.

- 27. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS
 - 27.1 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".
 - 27.2 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 27 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 27 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 27 of this Agreement is a material representation of fact upon which reliance was placed by County when this transaction was entered into.

28. COMPLIANCE WITH FALSE CLAIMS ACT

- 28.1 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.
- 28.2 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.pdf and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor shall adhere to these policies and procedures.

29. ENTIRE AGREEMENT

- 29.1 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.
- 29.2 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.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY	SIERRA VISTA CHILD AND FAMILY SERVICES
By: Suthyn M. Lawell Kathryn M. Harwell	By: My Kindle
Title: <u>Director</u>	Title: Chief Executive Officer
Dated: <u>U</u>	Dated: 4//16/18
APPROVED AS TO FORM: COUNTY COUNSEL JOHN P. DOERING	COUNTY OF STANISLAUS
By: Clewa	Approved per BOS Item #: 20/8-025
Title: Deputy County Counsel	Date: 6/5/18
Dated:	

SIERRA VISTA CHILD AND FAMILY SERVICES AGREEMENT TO PROVIDE CALFRESH OUTREACH AND ENROLLMENT SERVICES JULY 1, 2018 THROUGH JUNE 30, 2019

Request for Proposal #17-65-DQ issued by Stanislaus County GSA Purchasing Division; the Contractor'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.

This Agreement is funded in whole or in part with Federal Funds and the contracted agency has been determined to have the role of a contractor per 2 CFR 200.330 (c) and is not subject to the Federal sub-recipient monitoring requirements. This Agreement is paid with the following Federal Catalog number (s) 10.561.

I. SCOPE OF WORK:

- A. Contractor shall provide the following services:
 - 1. CalFresh outreach and enrollment services to residents of Stanislaus County primarily, but limited to the following areas: Modesto with zip codes of 95351, 95352, 95353, 95354 and 95358 as follows:
 - a. 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;
 - b. Assist with completing applications, semi-annual reports and annual determinations for CalFresh;
 - Promote nutrition information and education families about healthy food choices leading to improved health outcomes for children in the community.
 - 2. Outreach and information at community events:
 - 3. Services to individuals and families;
 - 4. Attend meetings as mutually agreed upon by Contractor and County
- B. County shall provide the following to Contractor:
 - Training on CalFresh eligibility and C4Yourself, County shall arrange with Contractor a date in July 2018 to provide overview training of the CalFresh Program, applications, renewal documents and Semi-Annual Eligibility Income Report (SAR 7).

2. Monthly Incomplete SAR 7 list – A list of all customers that have not yet completed a SAR 7 shall be provided by the 12th of the month.

II. REPORTING:

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

A. MONTHLY

- 1. CalFresh Applications Assisted Report, EXHIBIT D which is hereby incorporated by reference and made a part hereof; and
- 2. CalFresh Redeterminations Assisted Report, EXHIBIT E which is hereby incorporated by reference and made a part hereof; and
- 3. SAR 7 Assisted Report, EXHIBIT F which is hereby incorporated by reference and made a part hereof; and
- 4. Late SAR 7 Report with the following information:
 - a. Total number of customers reached
 - b. Total number of messages left for customers
 - c. Total number customers that were unable to be reached (e.g. phone disconnected, no phone)
 - d. Total number of appointments made
- 5. Monthly reports are due the seventh (7) day of the month following the service month.

B. QUARTERLY

Provide a statistical report, by the seventh (7th) day of the month following the end of the quarter, indicating the number of outreach activities, EXHIBIT G which is hereby incorporated by reference and made a part hereof.

C. ANNUALLY

Contractor shall submit to County Program Monitor an annual report in 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 D, E, F and G
- D. Receipt of the reports is required in order to make payment to Contractor. County shall provide Contractor with the forms via email and/or hard copy.

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

Teresa Baker at BakerT@stancounty.com

and

Laura Ortega at OrtegaL@stancounty.com

III. 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.

IV. MEDI-CAL DATA PRIVACY AND SECURITY

- A. Contractor shall comply with the privacy and security safeguards in the titled Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services (DHCS) and the County of Stanislaus, Community Services Agency located at http://www.stanworks.com/other-services/pdf/medi-cal-data-privacy-and-security-agreement.pdf.
- B. Contractor shall comply with Stanislaus County Board of Supervisors approved Cloud Policy http://www.stancounty.com/bos/agenda/2012/20121016/B02.pdf, by ensuring that in the course of providing services under this Agreement, any access to confidential data and customer Personal Identifiable Information (PII) pertaining to persons and/or entities, including but not limited to customer name, address, social security number, date and place of birth, driver's license number, identification number or any other information that identifies the individual remains confidential and is protected.
- C. Contractor shall abide by the following Information Technology (IT) protocols and procedures:
 - 1. Process, store and/or transmit PII information only in accordance with the Medi-Cal Data Privacy and Security Agreement specifications using a secure encryption protocol, and in accordance with the National Institute of Standards and Technology (NIST) suite of special publications.
 - Obtain prior written approval from the Community Services Agency (CSA) IT Manager and the CSA Director thirty (30) days prior to:
 - a. Changing the methodology of storing, processing or transmitting customer PII and reports.
 - b. Using a cloud-based and/or file-sharing service to process, store or transmit customer PII.

- Prior to the approval, provide the name and address of the cloud-based or filesharing service provider, as well as a detailed description and documentation of the services' security features that demonstrate that the services meet the Medi-Cal Data Privacy and Security Agreement, the Social Security Administration TSSR 7.0.
- 4. PII data will not be processed, maintained, transmitted or stored in or by means of data communication channels, devices, computers or computer networks located in geographic or virtual areas not subject to United States law.

V. COMPENSATION:

- A. Contractor shall be compensated for the services provided under this Agreement as follows:
 - 1. The maximum amount of this Agreement for the period July 1, 2018, through June 30, 2019, shall not exceed \$162,708.
 - 2. This is a cost reimbursement Agreement. The costs attendant to the provision of services are described in EXHIBIT C which is hereby incorporated by reference and made a part hereof.
 - Contractor shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT C, 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. Contractor agrees to sign and comply with the Assurance of Compliance Form.
- 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 July 2018 through April 2019, 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 2019 are as follows:

May 2019 is due June 5, 2019 June 2019 Partial is due June 10, 2019 June 2019 Final is due July 8, 2019

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

2. Invoices shall be submitted to:

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

or

AccountsPayableTeam@stancounty.com

Accounts Payable Supervisor Phone: (209) 558-2217

- 3. 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. In addition, Contractor shall submit a monthly list of all participants in the contracted activities and include their full name, social security number and case number (if available).
- 4. To ensure compliance with Federal and State regulations, County may require additional supporting documentation or clarification of claimed expenses as follows:
 - a. County Accounts Payable staff shall notify Contractor to obtain necessary additional documentation or clarification.
 - b. Contractor shall respond within seventy-two (72) hours with required additional documentation or clarification to avoid disallowances/partial payment of invoice.
 - c. All invoices containing expenses that need additional documentation or clarification not provided to County within seventy-two (72) hours of request shall have those expenses disallowed and only the allowed expenses shall be paid.
 - d. Contractor may resubmit disallowed expenses as a supplemental invoice only and must be accompanied by required documentation.

H. Payments:

- 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.
- 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://intranet/departments/auditor-controller/policies 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.

EXHIBIT 8

Insurance Required for Most Contracts

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability: 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 the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
- 3. Workers' Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in

connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 28, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, 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 Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policles

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

- 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

N/A Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.
N/A Exempt from WC – I am exempt from providing workers' compensation coverage as
required under section 1861 and 3700 of the California Labor Code.
I acknowledge the insurance requirements listed above.
Print Name: Judy Kindle Date: 4-16-18 Signature: Date: 4-16-18
Signature: Date: 476-18
Vendor Name. Sterra Vista Child & Family Services
For CEO-Risk Management Division use only
Exception: N/A
Approved by CEO-Risk Management Division: New Nate: 5/17/2018

SIERRA VISTA CHILD AND FAMILY SERVICES CALFRESH OUTREACH AND ENROLLMENT SERVICES JULY 1, 2018 THROUGH JUNE 30, 2019 AGREEMENT BUDGET

BUDGET CATEGORY	TOTAL
Personnel Services Salaries	\$84,760
Fringe Benefits (Invoice actual employer paid only)	20,342
Total Personnel	\$105,102
Operating Expenses	\$42,814
Indirect (10% of Personnel and Operating)	\$14,792
TOTAL COSTS	\$162,708

Partner	name:			
APPLICAT	IONS ASSISTED			
			HOW APPLICAT	ION SUBMITTED
DATE	NAME OF PRIMARY APPLICANT	SOCIAL SECURITY OF APPLICANT/CASE NUMBER	C4Yourself	Paper/Mail
			 	
			 	
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CalFresh Redetermination Assisted

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tal Num	ber of SAR 7s Assisted For The Month				
otal Num	nber of SAR 7s Asssisted For 7/2018 - 6/2019				

CalFresh SAR 7 Report

07/2018 - 06/2019 Stanislaus County CalFresh Outreach Quarterly Report

		Prepared			
Date:	_	Ву:	-		
Agency:	_				
		Email:	• . =		
	7/18 - 9/18	10/18 - 12/18	1/19 - 3/19	4/19 - 6/19	Total
HOW MUCH DID WE DO?		*			
Number of events attended					
Number of applicants assisted					
Number of redeterminations assisted					
Number of individuals assisted/reached			_		
Number of individuals contacted for missing SAR 7s		_[
IS ANYONE BETTER OFF?					
Customer Stories (may need to attach a separate document)					
WHAT WORKED WELL?			<u> </u>		<u> </u>
(may need to attach a separate document)_					
WHAT NEEDS TO BE IMPROVED AND HOW?					
(may need to attach a separate document)				·	

CalFresh Quarterly Report Form

AGREEMENT BETWEEN COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY AND CATHOLIC CHARITIES OF THE DIOCESE OF STOCKTON FOR CALFRESH OUTREACH AND ENROLLMENT SERVICES JULY 1, 2018 THROUGH JUNE 30, 2019

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS ("County") and CATHOLIC CHARITIES OF THE DIOCESE OF STOCKTON ("Contractor"), a non-profit corporation, and entered into as of the later of July 1, 2018, 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

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, and in accordance with a schedule of work set forth in EXHIBIT A. 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.

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, 2019, 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 This Agreement may be terminated by either party without cause when a thirty (30) day written notice is provided to the other party. 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.
- 4. REQUIRED LICENSES, CERTIFICATES AND PERMITS

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in EXHIBIT A must be procured by 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.

Contractor shall comply with all local, state, and federal laws and regulations.

5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

6. INSURANCE

Coverage Required: Contractor shall obtain, and maintain at all times during the term of the Agreement, insurance coverage in the amounts and coverage specified in the attached EXHIBIT B.

7. DEFENSE AND INDEMNIFICATION

- 7.1 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; provided, however, such indemnification shall not extend to cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.
- 7.2 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. STATUS OF CONTRACTOR

8.1 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.

- 8.2 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.
- 8.3 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 service is 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.
- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 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.

RECORDS AND AUDITS

- 9.1 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.
- 9.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.
- 9.3 Any authorized representative of County shall have access to any writings as described in section 9.1 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.
- 9.4 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.
- 9.5 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.
- 9.6 Monitoring by County may be accomplished by the following non-exclusive means: field reviews, audit claims, monthly review of records.
- 9.7 Contractor shall be responsible for the procurement and performance of an annual fiscal and compliance audit for each Contractor's fiscal years included in the term of this Agreement when Contractor's compensation exceeds \$75,000 per fiscal year.
- 9.8 Contractor expending 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. Contractor shall notify the CSA Contracts Unit at CSAReport@stancounty.com within five (5) business days of having submitted their Single Audit to the Federal Audit Clearinghouse.
- 9.9 For Contractors who have biennial financial and compliance audits completed, the reports must cover both years within the biennial period.
- 9.10 The financial and compliance audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.
- 9.11 Contractor shall include in the financial and compliance or Single Audit report the auditor's opinion and notes 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.
- 9.12 Expenses incurred by Contractor to provide for the performance of a financial and compliance audit or Single 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.
- 9.13 Contractor is responsible for submitting to County a financial and compliance audit report, prepared in accordance with section 9, within one hundred twenty (120) days of the end of the Contractor's fiscal year.

10. 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:

- 10.1 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.
- 10.2 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.
- 10.3 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. Non-discrimination

- 11.1 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 including perception of a 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 nondiscrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seg.); California Labor Code sections 1101 and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
- 11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 11.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

12. ASSIGNMENT

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. 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.

14. NOTICE

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

To County: County of Stanislaus

Community Services Agency Attention: Contracts Manager

PO Box 42

Modesto, CA 95353

To Contractor: Catholic Charities of the Diocese of Stockton

Attention: Elvira Ramirez, Executive Director

1106 North El Dorado Street

Stockton, CA 95202

15. 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.

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.

17. 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.

18. 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.

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.

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.

21. GENERAL ACCOUNTABILITY

- 21.1 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.
- 21.2 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.
- 21.3 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.

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.

23. 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.

24. STATE ENERGY CONSERVATION PLAN

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

25. CONVICTION OF CRIME

- 25.1 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.
- 25.2 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.
- 25.3 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.

26. 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.

- 27. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS
 - 27.1 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".
 - 27.2 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 27 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 27 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 27 of this Agreement is a material representation of fact upon which reliance was placed by County when this transaction was entered into.

28. COMPLIANCE WITH FALSE CLAIMS ACT

- 28.1 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.
- 28.2 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.pdf and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor shall adhere to these policies and procedures.

29. ENTIRE AGREEMENT

- 29.1 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.
- 29.2 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.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY	CATHOLIC CHARITIES OF THE DIOCESE OF STOCKTON
By: Baldys M. Lavell Kathryn M. Harwell	By: Elvira Ramirez
Title: <u>Director</u>	Title: <u>Executive Director</u>
Dated: Ulizlik	Dated: 5-/7-/8
APPROVED AS TO FORM: COUNTY COUNSEL JOHN P. DOERING	COUNTY OF STANISLAUS
By: Club	Approved per BOS Item #: 2018-025
Title: Deputy County Counsel	Date: 6/5/18
Dated:S/II/IY	

CATHOLIC CHARITIES OF THE DIOCESE OF STOCKTON AGREEMENT TO PROVIDE CALFRESH OUTREACH AND ENROLLMENT SERVICES JULY 1, 2018 THROUGH JUNE 30, 2019

Request for Proposal #17-65-DQ issued by Stanislaus County GSA Purchasing Division; the Contractor'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.

This Agreement is funded in whole or in part with Federal Funds and the contracted agency has been determined to have the role of a contractor per 2 CFR 200.330 (c) and is not subject to the Federal sub-recipient monitoring requirements. This Agreement is paid with the following Federal Catalog number 10.561.

I. SCOPE OF WORK:

- A. Contractor shall provide the following services:
 - 1. CalFresh outreach and enrollment services to residents of Stanislaus County primarily, but limited to the following areas: Empire, 95319; Salida, 95368 and Modesto with zip codes of 95350, 95355, 95356, 95357 as follows:
 - a. 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:
 - Assist with completing applications, semi-annual reports and annual determinations for CalFresh;
 - c. Promote nutrition information and educate families about healthy food choices leading to improved health outcomes for children in the community.
 - 2. Outreach and information at community events
 - 3. Services to individuals and families, residing in the zip codes listed above, at the locations below:
 - In customers' homes
 - Appropriate local community organizations
 - At local parishes
 - At Contractor's office

- 4. Services shall be provided at the following locations upon resident's request:
 - a. Holy Family Church, 4212 Dale Rd., Modesto, CA 95356
 - b. Our Lady of Fatima Church, 505 W. Granger Ave., Modesto, CA 95350
 - c. St. Joseph's Catholic Church, 1813 Oakdale Rd., Modesto, CA 95355
 - d. The House, 1601 Coffee Rd., Modesto, CA 95355
 - e. Childcare and Resource Center, 1324 Celeste Dr., Modesto, CA 95355
- 5. Attend meetings as mutually agreed upon by Contractor and County
- B. County shall provide the following to Contractor:
 - 1. Training on CalFresh eligibility and C4Yourself, County shall arrange with Contractor a date in July 2018 to provide overview training of the CalFresh Program, applications, renewal documents and Semi-Annual Eligibility Income Report (SAR 7).
 - 2. Monthly Incomplete SAR 7 list A list of all customers that have not yet completed a SAR 7 shall be provided by the 12th of the month.

II. REPORTING:

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

A. MONTHLY

- 1. CalFresh Applications Assisted Report, EXHIBIT D which is hereby incorporated by reference and made a part hereof; and
- 2. CalFresh Redeterminations Assisted Report, EXHIBIT E which is hereby incorporated by reference and made a part hereof; and
- 3. SAR 7 Assisted Report, EXHIBIT F which is hereby incorporated by reference and made a part hereof; and
- 4. Late SAR 7 Report with the following information:
 - a. Total number of customers reached
 - b. Total number of messages left for customers
 - c. Total number customers that were unable to be reached (e.g. phone disconnected, no phone)
 - d. Total number of appointments made
- 5. Monthly reports are due the seventh (7th) day of the month following the service month.

B. QUARTERLY

Provide a statistical report, by the seventh (7th) day of the month following the end of the quarter, indicating the number of outreach activities, EXHIBIT G which is hereby incorporated by reference and made a part hereof.

C. ANNUALLY

Contractor shall submit to County Program Monitor an annual report in 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 D, E, F and G
- D. Receipt of the reports is required in order to make payment to Contractor. County shall provide Contractor with the forms via email and/or hard copy.
- E. Contractor shall submit all reporting via email to the following:

Teresa Baker at BakerT@stancounty.com

and

Laura Ortega at OrtegaL@stancounty.com

III. 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.

IV. MEDI-CAL DATA PRIVACY AND SECURITY

- A. Contractor shall comply with the privacy and security safeguards in the Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services (DHCS) and the County of Stanislaus, Community Services Agency located at http://www.stanworks.com/other-services/pdf/medi-cal-data-privacy-and-security-agreement.pdf.
- B. Contractor shall comply with Stanislaus County Board of Supervisors approved Cloud Policy_http://www.stancounty.com/bos/agenda/2012/20121016/B02.pdf, by ensuring that in the course of providing services under this Agreement, any access to confidential data and customer Personal Identifiable Information (PII) pertaining to persons and/or entities, including but not limited to customer name, address, social security number, date and place of birth, driver's license number, identification number or any other information that identifies the individual remains confidential and is protected.

- C. Contractor shall abide by the following Information Technology (IT) protocols and procedures:
 - Process, store and/or transmit PH information only in accordance with the Medi-Cal Data Privacy and Security Agreement specifications using a secure encryption protocol, and in accordance with the National Institute of Standards and Technology (NIST) suite of special publications.
 - 2. Obtain prior written approval from the Community Services Agency (CSA) IT Manager and the CSA Director thirty (30) days prior to:
 - a. Changing the methodology of storing, processing or transmitting customer PII and reports.
 - b. Using a cloud-based and/or file-sharing service to process, store or transmit customer PII.
 - 3. Prior to the approval, provide the name and address of the cloud-based or file-sharing service provider, as well as a detailed description and documentation of the services' security features that demonstrate that the services meet the Medi-Cal Data Privacy and Security Agreement, the Social Security Administration TSSR 7.0.
 - 4. PII data will not be processed, maintained, transmitted or stored in or by means of data communication channels, devices, computers or computer networks located in geographic or virtual areas not subject to United States law.

V. COMPENSATION:

- A. Contractor shall be compensated for the services provided under this Agreement as follows:
 - 1. The maximum amount of this Agreement for the period July 1, 2018, through June 30, 2019, shall not exceed \$71,289.
 - 2. This is a cost reimbursement Agreement. The costs attendant to the provision of services are described in EXHIBIT C which is hereby incorporated by reference and made a part hereof.
 - Contractor shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT C, 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. Contractor agrees to sign and comply with the Assurance of Compliance Form.
- 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 July 2018 through April 2019, 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 2019 are as follows:

May 2019 is due June 5, 2019 June 2019 Partial is due June 10, 2019 June 2019 Final is due July 8, 2019

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

Invoices shall be submitted to:

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

or

AccountsPayableTeam@stancounty.com

Accounts Payable Supervisor Phone: (209) 558-2217

- 3. 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. In addition, Contractor shall submit a monthly list of all participants in the contracted activities and include their full name, social security number and case number (if available).
- 4. To ensure compliance with Federal and State regulations, County may require additional supporting documentation or clarification of claimed expenses as follows:
 - a. County Accounts Payable staff shall notify Contractor to obtain necessary additional documentation or clarification.

- b. Contractor shall respond within seventy-two (72) hours with required additional documentation or clarification to avoid disallowances/partial payment of invoice.
- c. All invoices containing expenses that need additional documentation or clarification not provided to County within seventy-two (72) hours of request shall have those expenses disallowed and only the allowed expenses shall be paid.
- d. Contractor may resubmit disallowed expenses as a supplemental invoice only and must be accompanied by required documentation.

H. Payments:

- 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.
- 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://intranet/departments/auditor-controller/policies 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.

EXHIBIT B

Insurance Required for Most Contracts

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability: 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 the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) end non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related poliution liebility.
- Workers' Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other insurance Provisions

The insurance policles are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to ilability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in

connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; <u>and</u> CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptebility of insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, 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 Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Cialms Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

- 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, fallure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officiels, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain e-policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

N/A Exempt from Auto – I will not utilize a vehicle in the perform	nance of my work with the County.
N/A Exempt from WC – I am exempt from providing workers' or	
required under section 1881 and 3700 of the California Labor Code.	
I acknowledge the insurance requirements listed above.	
Print Name: Elvira Ramirez	_ Date; 4 · 2 / · -/ 8"
Print Name: Elvira Ramirez Signature: Slum Roman	Date: 4-27-15
Vendor Name: Catholic Charities of the Diocese of	Stockton
	•
For CEO-Risk Management Division use only	
Exception: N/A	
Approved by CEO-Risk Management Division: Reven Wats Da	te: 5/11/2018

CATHOLIC CHARITIES OF THE DIOCESE OF STOCKTON AGREEMENT TO PROVIDE CALFRESH OUTREACH AND ENROLLMENT SERVICES JULY 1, 2018 THROUGH JUNE 30, 2019 AGREEMENT BUDGET

BUDGET CATEGORY	TOTAL
Personnel Services Salaries	\$35,880
Fringe Benefits (Invoice actual employer paid only)	16,821
Total Personnel	\$52,701
Operating Expenses	\$12,107
Indirect (10% of Personnel and Operating)	\$ 6,481
TOTAL COSTS	\$71,289

CALFRESH OUTREACH

			HOW APPLICAT	ION SUBMITTED
DATE	NAME OF PRIMARY APPLICANT	SOCIAL SECURITY OF APPLICANT/CASE NUMBER	C4Yourself	Paper/Mail
			 	
				
<u>_</u> _				<u> </u>
_				
			 	

Calfresh Monthly Application Report

CALFRESH OUTREACH

			HOW REDETERM	IINATION SUBMITTED
DATE	NAME OF PRIMARY APPLICANT	SOCIAL SECURITY OF APPLICANT/CASE NUMBER	C4Yourself	Paper/Mail
				<u> </u>
	<u> </u>			
	terminations Assisted For The Month			
Total Rede	terminations Assisted For 7/2018 - 6/2019) [1 1	

Calfresh Redetermination Assisted

CALFRESH OUTREACH

SEMI ANN	UAL REPORT ASSISTED (SAR 7)			
			HOW SAR	7 SUBMITTED
DATE	NAME OF PRIMARY APPLICANT	SOCIAL SECURITY OF PRIMARY/CASE NUMBER	C4Yourself	Paper/Mail
_				
Total Num	ber of SAR 7s Assisted For The Month			
Total Num	ber of SAR 7s Asssisted For 7/2018 - 6/2019			

CalFresh SAR 7 Report

Partner Name:

07/2018 - 06/2019 Stanislaus County CalFresh Outreach Quarterly Report

		Prepared			
Date:	_	Ву:			
Agency:	_	Phone:			
	, -	Email:			
	7/18 - 9/18	10/18 - 12/18	1/19 - 3/19	4/19 - 6/19	Total
HOW MUCH DID WE DO?		<u> </u>		·	
Number of events attended	-				
Number of applicants assisted					
Number of redeterminations assisted					
Number of individuals assisted/reached					
Number of individuals contacted for missing SAR 7s					
IS ANYONE BETTER OFF?					
Customer Stories (may need to attach a separate document)			-		
			·		
WHAT WORKED WELL?				<u></u>	
(may need to attach a separate document)_					
WHAT NEEDS TO BE IMPROVED AND HOW?					
(may need to attach a separate document)					

CalFresh Quarterly Report Form

ASSURANCE OF COMPLIANCE THE STANISLAUS COUNTY COMMUNITY SERVICES AGENCY NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

Catholic Charities of the Diocese of Stockton

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Right Act of 1964 as amended: Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the American with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940 (c). (h) (l), (i), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations 98000-98413, and other applicable federal and state laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall 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 be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

5-17-18

Elvino Raminas

Catholic Charities of the Diocese of Stockton Attention: Elvira Ramirez, Executive Director 1106 North El Dorado Street

1106 North El Dorado Street

Stockton, CA 95202

(10/25/16)

CONTRACT TRANSMITTAL LETTER (Must be signed and returned with Contract package)

Community Services Agency Attention: Michelle Stone F1E P.O. Box 42 Modesto, CA 95353-0042

low Ramines

Enclosed please find all documents required for the execution of my contract with Community Services Agency. All documents have been reviewed for completeness and all supporting documents identify the Contractor's name exactly as shown in the contract.

The following documents are enclosed. A check mark indicates the forms that are included in the contract packet.

7	The original contract with four (4) signature pages – with original signatures. SIGNATURE STAMPS WILL NOT BE ACCEPTED.
V	One completed original of the Assurance of Compliance with original signature.
1	This Contract Transmittal Letter is enclosed with this contract package.
	Upon receipt of a complete and correct contract package, the contract will be promptly executed and a copy sent to me. Failure to include all required documents in a complete and correct form will result in the package being returned to me via regular mail. The returned package will include a statement indicating the reason for the return. Execution of this contract and the availability of funds may be delayed.

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY AND CENTER FOR HUMAN SERVICES FOR CALFRESH OUTREACH AND ENROLLMENT SERVICES JULY 1, 2018 THROUGH JUNE 30, 2019

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 non-profit corporation, and entered into as of the later of July 1, 2018, 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, and in accordance with a schedule of work set forth in EXHIBIT A. 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.

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, 2019, 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 This Agreement may be terminated by either party without cause when a thirty (30) day written notice is provided to the other party. 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.

4. REQUIRED LICENSES, CERTIFICATES AND PERMITS

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in EXHIBIT A must be procured by 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.

Contractor shall comply with all local, state, and federal laws and regulations.

5. OFFICE SPACE, SUPPLIES, EQUIPMENT. ETC.

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

Insurance

Coverage Required: Contractor shall obtain, and maintain at all times during the term of the Agreement, insurance coverage in the amounts and coverage specified in the attached EXHIBIT B.

DEFENSE AND INDEMNIFICATION

- 7.1 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; provided, however, such indemnification shall not extend to cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.
- 7.2 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. STATUS OF CONTRACTOR

8.1 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.

- 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.
- 8.3 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 service is 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.
- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 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.

9. RECORDS AND AUDITS

- 9.1 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.
- 9.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.
- 9.3 Any authorized representative of County shall have access to any writings as described in section 9.1 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.
- 9.4 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.
- 9.5 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.
- 9.6 Monitoring by County may be accomplished by the following non-exclusive means: field reviews, audit claims, monthly review of records.
- 9.7 Contractor shall be responsible for the procurement and performance of an annual fiscal and compliance audit for each Contractor's fiscal years included in the term of this Agreement when Contractor's compensation exceeds \$75,000 per fiscal year.
- 9.8 Contractor expending 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. Contractor shall notify the CSA Contracts Unit at CSAReport@stancounty.com within five (5) business days of having submitted their Single Audit to the Federal Audit Clearinghouse.
- 9.9 For Contractors who have biennial financial and compliance audits completed, the reports must cover both years within the biennial period.
- 9.10 The financial and compliance audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.
- 9.11 Contractor shall include in the financial and compliance or Single Audit report the auditor's opinion and notes 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.
- 9.12 Expenses incurred by Contractor to provide for the performance of a financial and compliance audit or Single 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.
- 9.13 Contractor is responsible for submitting to County a financial and compliance audit report, prepared in accordance with section 9, within one hundred twenty (120) days of the end of the Contractor's fiscal year.

10. 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:

- 10.1 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.
- 10.2 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.
- 10.3 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. Non-discrimination

- 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 including perception of a 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 and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
- 11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 11.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

12. ASSIGNMENT

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.

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.

14. 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 West Briggsmore Avenue, Suite I

Modesto, CA 95350

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. GENERAL ACCOUNTABILITY

- 21.1 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.
- 21.2 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.
- 21.3 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.

22. 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.

23. 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.

24. STATE ENERGY CONSERVATION PLAN

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

25. CONVICTION OF CRIME

- 25.1 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.
- 25.2 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.
- 25.3 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.

26. 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.

- 27. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS
 - 27.1 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".
 - 27.2 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 27 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 27 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 27 of this Agreement is a material representation of fact upon which reliance was placed by County when this transaction was entered into.

28. COMPLIANCE WITH FALSE CLAIMS ACT

- 28.1 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.
- 28.2 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.pdf and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor shall adhere to these policies and procedures.

29. Entire Agreement

- 29.1 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.
- 29.2 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.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY	CENTER FOR HUMAN SERVICES
By: Pashyn M. Harwell Kathryn M. Harwell	By: Cynthu Duenas Cynthia Duenas
Title: <u>Director</u>	Title: Executive Director
Dated: 4/12/18	Dated:
APPROVED AS TO FORM: COUNTY COUNSEL JOHN P. DOERING	COUNTY OF STANISLAUS
By: Club	Approved per BOS Item #: 2018-025
Title:Deputy County Counsel	Date: 6/5/18

CENTER FOR HUMAN SERVICES AGREEMENT TO PROVIDE CALFRESH OUTREACH AND ENROLLMENT SERVICES JULY 1, 2018 THROUGH JUNE 30, 2019

This Agreement is funded in whole or in part with Federal Funds and the contracted agency has been determined to have the role of a contractor per 2 CFR 200.330 (c) and is not subject to the Federal sub-recipient monitoring requirements. This Agreement is paid with the following Federal Catalog number 10.561.

SCOPE OF WORK:

- A. Contractor shall provide the following services:
 - 1. CalFresh outreach and enrollment services to residents of Stanislaus County primarily, but limited to the following areas: La Grange, 95329; Oakdale, Knights Ferry and Valley Home 95361, Riverbank, 95667; and Waterford, 95386 as follows:
 - a. 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;
 - b. Assist with completing applications, semi-annual reports and annual determinations for CalFresh;
 - c. Promote nutrition information and educate families about healthy food choices leading to improved health outcomes for children in the community.
 - 2. Outreach and information at community events and other services:
 - To individuals and families:
 - 4. Attend meetings as mutually agreed upon by Contractor and County
- B. County shall provide the following to Contractor:
 - 1. Training on CalFresh eligibility and C4Yourself, County shall arrange with Contractor a date in July 2018 to provide overview training of the CalFresh Program, applications, renewal documents and Semi-Annual Eligibility Income Report (SAR 7).
 - 2. Monthly Incomplete SAR 7 list A list of all customers that have not yet completed a SAR 7 shall be provided by the 12th of the month.

II. REPORTING:

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

A. MONTHLY

- 1. CalFresh Applications Assisted Report, EXHIBIT D which is hereby incorporated by reference and made a part hereof; and
- 2. CalFresh Redeterminations Assisted Report, EXHIBIT E which is hereby incorporated by reference and made a part hereof; and
- 3. SAR 7 Assisted Report, EXHIBIT F which is hereby incorporated by reference and made a part hereof; and
- 4. Late SAR 7 Report with the following information:
 - a. Total number of customers reached
 - b. Total number of messages left for customers
 - c. Total number customers that were unable to be reached (e.g. phone disconnected, no phone)
 - d. Total number of appointments made
- 5. Monthly reports are due the seventh (7th) day of the month following the service month.

B. QUARTERLY

Provide a statistical report, by the seventh (7th) day of the month following the end of the quarter, indicating the number of outreach activities, EXHIBIT G which is hereby incorporated by reference and made a part hereof.

C. ANNUALLY

Contractor shall submit to County Program Monitor an annual report in 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 D, E, F and G
- D. Receipt of the reports is required in order to make payment to Contractor. County shall provide Contractor with the forms via email and/or hard copy.
- E. Contractor shall submit all reporting via email to the following:

Teresa Baker at BakerT@stancounty.com

and

Laura Ortega at OrtegaL@stancounty.com

III. 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.

IV. MEDI-CAL DATA PRIVACY AND SECURITY

- A. Contractor shall comply with the privacy and security safeguards in the titled Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services (DHCS) and the County of Stanislaus, Community Services Agency located at http://www.stanworks.com/other-services/pdf/medi-cal-data-privacy-and-security-agreement.pdf.
- B. Contractor shall comply with Stanislaus County Board of Supervisors approved Cloud Policy http://www.stancounty.com/bos/agenda/2012/20121016/B02.pdf, by ensuring that in the course of providing services under this Agreement, any access to confidential data and customer Personal Identifiable Information (PII) pertaining to persons and/or entities, including but not limited to customer name, address, social security number, date and place of birth, driver's license number, identification number or any other information that identifies the individual remains confidential and is protected.
- C. Contractor shall abide by the following Information Technology (IT) protocols and procedures:
 - 1. Process, store and/or transmit PII information only in accordance with the Medi-Cal Data Privacy and Security Agreement specifications using a secure encryption protocol, and in accordance with the National Institute of Standards and Technology (NIST) suite of special publications.
 - 2. Obtain prior written approval from the Community Services Agency (CSA) IT Manager and the CSA Director thirty (30) days prior to:
 - a. Changing the methodology of storing, processing or transmitting customer PII and reports.
 - b. Using a cloud-based and/or file-sharing service to process, store or transmit customer PII.
 - Prior to the approval, provide the name and address of the cloud-based or filesharing service provider, as well as a detailed description and documentation of the services' security features that demonstrate that the services meet the Medi-Cal Data Privacy and Security Agreement, the Social Security Administration TSSR 7.0.
 - 4. P!I data will not be processed, maintained, transmitted or stored in or by means of data communication channels, devices, computers or computer networks located in geographic or virtual areas not subject to United States law.

V. COMPENSATION:

- A. Contractor shall be compensated for the services provided under this Agreement as follows:
 - 1. The maximum amount of this Agreement for the period July 1, 2018, through June 30, 2019, shall not exceed \$48,478.
 - 2. This is a cost reimbursement Agreement. The costs attendant to the provision of services are described in EXHIBIT C 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 C, 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. Contractor agrees to sign and comply with the Assurance of Compliance Form.
- 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 July 2018 through April 2019, 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 2019 are as follows:

May 2019 is due June 5, 2019 June 2019 Partial is due June 10, 2019 June 2019 Final is due July 8, 2019

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

Invoices shall be submitted to:

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

ОГ

AccountsPayableTeam@stancounty.com

Accounts Payable Supervisor Phone: (209) 558-2217

- 3. 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. In addition, Contractor shall submit a monthly list of all participants in the contracted activities and include their full name, social security number and case number (if available).
- 4. To ensure compliance with Federal and State regulations, County may require additional supporting documentation or clarification of claimed expenses as follows:
 - a. County Accounts Payable staff shall notify Contractor to obtain necessary additional documentation or clarification.
 - b. Contractor shall respond within seventy-two (72) hours with required additional documentation or clarification to avoid disallowances/partial payment of invoice.
 - c. All invoices containing expenses that need additional documentation or clarification not provided to County within seventy-two (72) hours of request shall have those expenses disallowed and only the allowed expenses shall be paid.
 - d. Contractor may resubmit disallowed expenses as a supplemental invoice only and must be accompanied by required documentation.

H. Payments:

- 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.
- 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://intranet/departments/auditor-controller/policies 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.

EXHIBIT B

Insurance Required for Most Contracts

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability: 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 the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodity injury and property damage and transportation related poliution liability.
- Workers' Compensation Insurance as required by the State of California, with Statutory
 Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad es ("follow form" over) the underlying primary policies, to satisfy the Required insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in

connection with such work or operations. General fiability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or If not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primery Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

insurance is to be placed with California edmitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, 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 Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide claims-made coverage:

 The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

- 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnity and hold the County and its officers, officials, employees, agents and voluntuers harmises under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

ISIGNATURES SET FORTH ON THE FOLLOWING PAGE

Print Name: _	Cynthia Dulnas Cynthia Dulnas	Date: 5/1/18
Signature: /endor Name	Center for Human Services	
For CEO-Risk	Management Division use only	

Insurance Requirements for Most Contracts 2018

CENTER FOR HUMAN SERVICES CALFRESH OUTREACH AND ENROLLMENT SERVICES JULY 1, 2018 THROUGH JUNE 30, 2019 AGREEMENT BUDGET

TOTAL COSTS	\$48,478
Indirect (16% of Personnel and Operating per Federal Letter)	\$ 6,687
Contracted Services	\$ 9,647
Operating Expenses	\$ 5,400
Total Personnel	\$26,744
Fringe Benefits (Invoice actual employer paid only)	5,159
Personnel Services Salaries	\$21,585
BUDGET CATEGORY	TOTAL

CALFRESH OUTREACH

			HOW APPLICAT	ION SUBMITTED
DATE	NAME OF PRIMARY APPLICANT	SOCIAL SECURITY OF APPLICANT/CASE NUMBER	C4Yourself	Paper/Mail
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			-	
		- 		
	_	_ <u></u>		

CalFresh Monthly Application Report

CALFRESH OUTREACH

Partner	Name:	<u></u>		
DENETEDA	AINATIONS ASSISTED			
REDETERN	MINATIONS ASSISTED		HOW REDETERI	MINATION SUBMITTED
DATE	NAME OF PRIMARY APPLICANT	SOCIAL SECURITY OF APPLICANT/CASE NUMBER	C4Yourself	Paper/Mail
' 				
				
			_	
			-	
				· ·
Total Dod	Association Associated Parties No. 101			
	eterminations Assisted For The Month eterminations Assisted For 7/2018 - 6/2019	, +		
- Julian	ster minerions wasiated Lot 1/5010 - 0/5013	·		

CalFresh Redetermination Assisted

CALFRESH OUTREACH

			HOW SAR	7 SUBMITTED
ATE	NAME OF PRIMARY APPLICANT	SOCIAL SECURITY OF PRIMARY/CASE NUMBER	C4Yourself	Paper/Mail
			 	
			 	
			 	
 				
			 	
 -				
				

CalFresh SAR 7 Report

07/2018 - 06/2019 Stanislaus County CalFresh Outreach Quarterly Report

Date:		Prepared By:			
Agency:	Phone:				
7.igonoy.	Email:				
	7/18 - 9/18	10/18 - 12/18	1/19 - 3/19	4/19 - 6/19	Total
HOW MUCH DID WE DO?					
Number of events attended					
Number of applicants assisted					
Number of redeterminations assisted					
Number of individuals assisted/reached					
Number of individuals contacted for missing SAR 7s					
IS ANYONE BETTER OFF?					
Customer Stories (may need to attach a separate document)					
WHAT WORKED WELL?					
(may need to attach a separate document)					
WHAT NEEDS TO BE IMPROVED AND HOW?					
(may need to attach a separate document)					\"

CalFresh Quarterly Report Form

AGREEMENT BETWEEN COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY AND CENTER FOR HUMAN SERVICES FOR CALFRESH OUTREACH AND ENROLLMENT SERVICES JULY 1, 2018 THROUGH JUNE 30, 2019

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (the "Agreement") by and between the COUNTY OF STANISLAUS ("County") and CENTER FOR HUMAN SERVICES ("Contractor"), a California non-profit corporation, made and entered into on July 1, 2018, for the provision of CalFresh outreach and enrollment services in Area #2, which is Stanislaus County primarily, but limited to the following: Crowslanding, 95313; Newman, 95360; Patterson, 95363; and Westley, 95387, is hereby amended as follows:

WHEREAS language clarification is needed; and

WHEREAS Paragraph 17. AMENDMENT provides for the amendment of the Agreement by mutual written consent of the parties.

FIRST: EXHIBIT C is hereby deleted and replaced with EXHIBIT C-1.

SECOND: All references to EXHIBIT C are hereby deleted and replaced with EXHIBIT C-1.

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

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY	CENTER FOR HUMAN SERVICES
By: Ash M. Harwell	By: Cynthia Duenas
Title: <u>Director</u>	Title: Executive Director
Dated: 10/29/18	Dated: 16/22/18
APPROVED AS TO FORM: COUNTY COUNSEL JOHN P. DOERING	COUNTY OF STANISLAUS
Ву:	Approved per BOS Item #: 2018-0253
Title: Deputy County Counsel	Date: <u>June 5, 2018</u>
Dated: 10-15-18	

CENTER FOR HUMAN SERVICES AGREEMENT TO PROVIDE CALFRESH OUTREACH AND ENROLLMENT SERVICES JULY 1, 2018 THROUGH JUNE 30, 2019 AGREEMENT BUDGET

BUDGET CATEGORY	TOTAL
Personnel Services Salaries	\$18,744
Fringe Benefits (1) (Invoice actual employer paid only)	4,480
Total Personnel	\$23,224
Operating Expenses	\$ 5,815
Indirect (1)	\$ 4,646
TOTAL COSTS	\$33,685

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

AGREEMENT BETWEEN COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY AND CENTER FOR HUMAN SERVICES FOR CALFRESH OUTREACH AND ENROLLMENT SERVICES JULY 1, 2018 THROUGH JUNE 30, 2019

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (the "Agreement") by and between the COUNTY OF STANISLAUS ("County") and CENTER FOR HUMAN SERVICES ("Contractor"), a California non-profit corporation, made and entered into on July 1, 2018, for the provision of CalFresh outreach and enrollment services Area #3, which is Stanislaus County primarily, but limited to the following: Ceres, 95307 and Keyes, 95328, is hereby amended as follows:

WHEREAS language clarification is needed; and

WHEREAS Paragraph 17. AMENDMENT provides for the amendment of the Agreement by mutual written consent of the parties.

FIRST: EXHIBIT C is hereby deleted and replaced with EXHIBIT C-1.

SECOND: All references to EXHIBIT C are hereby deleted and replaced with EXHIBIT C-1.

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

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY	CENTER FOR HUMAN SERVICES
By: Bukyn M. Lawle Mathryn M. Harwell	By: Cynthia Duenas
Title:Director	Title: Executive Director
Dated:	Dated:10/22/19
APPROVED AS TO FORM: COUNTY COUNSEL JOHN P. DOERING	COUNTY OF STANISLAUS
By:	Approved per BOS Item #: 2018-0253
Title: Deputy County Counsel	Date:June 5, 2018
Dated: 10-15-14	

CENTER FOR HUMAN SERVICES AGREEMENT TO PROVIDE CALFRESH OUTREACH AND ENROLLMENT SERVICES JULY 1, 2018 THROUGH JUNE 30, 2019 AGREEMENT BUDGET

BUDGET CATEGORY	TOTAL
Personnel Services Salaries	\$27,358
Fringe Benefits (1) (Invoice actual employer paid only)	6,538
Total Personnel	\$33,896
Operating Expenses	\$ 6,380
Indirect (1)	\$ 6,444
TOTAL COSTS	\$46,720

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

AGREEMENT BETWEEN COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY AND CENTER FOR HUMAN SERVICES FOR CALFRESH OUTREACH AND ENROLLMENT SERVICES JULY 1, 2018 THROUGH JUNE 30, 2019

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (the "Agreement") by and between the COUNTY OF STANISLAUS ("County") and CENTER FOR HUMAN SERVICES ("Contractor"), a California non-profit corporation, made and entered into on July 1, 2018, for the provision of CalFresh outreach and enrollment services in Area #6, which is Stanislaus County primarily, but limited to the following areas: La Grange, 95329; Oakdale, Knights Ferry and Valley Home 95361, Riverbank, 95667; and Waterford, 95386, is hereby amended as follows:

WHEREAS language clarification is needed; and

WHEREAS Paragraph 17. AMENDMENT provides for the amendment of the Agreement by mutual written consent of the parties.

FIRST: EXHIBIT C is hereby deleted and replaced with EXHIBIT C-1.

SECOND: All references to EXHIBIT C are hereby deleted and replaced with EXHIBIT C-1.

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

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY	CENTER FOR HUMAN SERVICES
By: <u>Lawell</u> Mathryn M. Harwell	By: <u>Cyntha Dulnas</u> Cynthia Duenas
Title: Director	Title: <u>Executive Director</u>
Dated: 10/29/15	Dated: 10/22/18
APPROVED AS TO FORM: COUNTY COUNSEL JOHN P. DOERING	COUNTY OF STANISLAUS
Ву:	Approved per BOS Item #: 2018-0253
Title: Deputy County Counsel	Date:June 5, 2018
Dated: 10-15-14	

CENTER FOR HUMAN SERVICES AGREEMENT TO PROVIDE CALFRESH OUTREACH AND ENROLLMENT SERVICES JULY 1, 2018 THROUGH JUNE 30, 2019 AGREEMENT BUDGET

BUDGET CATEGORY	TOTAL
Personnel Services Salaries	\$21,585
Fringe Benefits (1) (Invoice actual employer paid only)	5,159
Total Personnel	\$26,744
Operating Expenses	\$ 5,400
Contracted Services	\$ 9,647
Indirect (1)	\$ 6,687
TOTAL COSTS	\$48,478

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

AGREEMENT BETWEEN COUNTY OF STANISLAUS

COMMUNITY SERVICES AGENCY AND CATHOLIC CHARITIES OF THE DIOCESE OF STOCKTON

FOR CALFRESH OUTREACH AND ENROLLMENT SERVICES – AREA 5
JULY 1, 2019 THROUGH JUNE 30, 2020

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and Catholic Charities of the Diocese of Stockton ("Contractor"), a non-profit corporation, as of the later of July 1, 2019, 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, and in accordance with a schedule of work set forth in EXHIBIT A. If there is no schedule, 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.

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.

TERM

- 3.1 The term of this Agreement shall be from the Effective Date through June 30, 2020, 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.
- This Agreement may be terminated by either party without cause when a thirty (30) day written notice is provided to the other party. 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.

4. REQUIRED LICENSES, CERTIFICATES AND PERMITS

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in EXHIBIT A must be procured by 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.

Contractor shall comply with all local, state and federal laws, rules and regulations.

5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

INSURANCE

Coverage Required: Contractor shall obtain, maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached EXHIBIT B.

DEFENSE AND INDEMNIFICATION

- 7.1 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; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.
- 7.2 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. STATUS OF CONTRACTOR

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.

- 8.2 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.
- 8.3 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 service is 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.
- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 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.

RECORDS AND AUDITS

- 9.1 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.
- 9.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.

- 9.3 Any authorized representative of County shall have access to any writings as described in section 9.1 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.
- 9.4 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.
- 9.5 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.
- 9.6 Monitoring by County may be accomplished by the following non-exclusive means: field reviews, audit claims, monthly review of records.
- 9.7 Contractor shall be responsible for the procurement and performance of an annual fiscal and compliance audit for each Contractor's fiscal years included in the term of this Agreement when Contractor's compensation exceeds \$75,000 per fiscal year.
- 9.8 Contractor expending 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. Contractor shall notify the CSA Contracts Unit at CSAReport@stancounty.com within five (5) business days of having submitted their Single Audit to the Federal Audit Clearinghouse.
- 9.9 For Contractors who have biennial financial and compliance audits completed, the reports must cover both years within the biennial period.
- 9.10 The financial and compliance audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.
- 9.11 Contractor shall include in the financial and compliance or Single Audit report the auditor's opinion and notes which indicates whether program expenditures are allowable pursuant to the provisions of 45 CFR, Part 75, and all applicable State and Federal guidelines, policies and procedures.
- 9.12 Expenses incurred by Contractor to provide for the performance of a financial and compliance audit or Single 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.
- 9.13 Contractor is responsible for submitting to County a financial and compliance audit report, prepared in accordance with section 9, within one hundred twenty (120) days of the end of the Contractor's fiscal year.

10. 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:

- 10.1 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.
- 10.2 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.
- 10.3 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. Non-discrimination

- During the performance of this Agreement, Contractor and its officers, employees, agents, 11.1 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 including perception of a 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 and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
- 11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 11.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

ASSIGNMENT

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. 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.

14. NOTICE

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

To County:

County of Stanislaus

Community Services Agency Attention: Contracts Manager

PO Box 42

Modesto, CA 95353

To Contractor:

Catholic Charities of the Diocese of Stockton Attention: Elvira Ramirez. Executive Director

1106 North El Dorado Street

Stockton, CA 95202

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. GENERAL ACCOUNTABILITY

- 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.
- 21.2 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.
- 21.3 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.

22. 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.

23. 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.

24. STATE ENERGY CONSERVATION PLAN

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

25. CONVICTION OF CRIME

- 25.1 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.
- 25.2 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.
- 25.3 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.

26. 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.

- 27. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS
 - 27.1 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".
 - 27.2 This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR 180, 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 27 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 27 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 27 of this Agreement is a material representation of fact upon which reliance was placed by County when this transaction was entered into.

28. COMPLIANCE WITH FALSE CLAIMS ACT

- 28.1 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.
- 28.2 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.pdf and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor shall adhere to these policies and procedures.

ENTIRE AGREEMENT

29.1 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.

	29.2	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.
/////////	,,,,,,,,,,,,,	

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY	CATHOLIC CHARITIES OF THE DIOCESE OF STOCKTON
By: Bally M. Lawly Kathryn M. Harwell	By: Elvira Ramirez
Title: <u>Director</u>	Title: Executive Director
Dated: 5/16/19	Dated: 5-/3-/9
APPROVED AS TO FORM: COUNTY COUNSEL	COUNTY OF STANISLAUS
By: Amanda DeHart	Approved per BOS Item #: 2018-0253
Title: Deputy County Counsel	Dated: <u>June 05, 2018</u>
Dated: 5-6-19	

CATHOLIC CHARITIES OF THE DIOCESE OF STOCKTON AGREEMENT TO PROVIDE CALFRESH OUTREACH AND ENROLLMENT SERVICES – AREA 5 JULY 1, 2019 THROUGH JUNE 30, 2020

Request for Proposal #17-65-DQ issued by Stanislaus County GSA Purchasing Division; the Contractor'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.

This Agreement is funded in whole or in part with Federal Funds and the contracted agency has been determined to have the role of a contractor per 2 CFR 200.330 (c) and is not subject to the Federal subrecipient monitoring requirements. This Agreement is paid with the following Federal Catalog number 10.561.

SCOPE OF WORK:

- A. Contractor shall provide the following services:
 - 1. CalFresh outreach and enrollment services to residents of Stanislaus County primarily, but limited to the following areas: Empire, 95319; Salida, 95368 and Modesto with zip codes of 95350, 95355, 95356, 95357 as follows:
 - a. 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;
 - b. Assist with completing applications, semi-annual reports and annual determinations for CalFresh;
 - c. Promote nutrition information and educate families about healthy food choices leading to improved health outcomes for children in the community.
 - 2. Outreach and information at community events
 - 3. Services to individuals and families, residing in the zip codes listed above, at the locations below:
 - In customers' homes
 - Appropriate local community organizations
 - At local parishes
 - At Contractor's office

- 4. Services shall be provided at the following locations upon resident's request:
 - a. Holy Family Church, 4212 Dale Rd., Modesto, CA 95356
 - b. Our Lady of Fatima Church, 505 W. Granger Ave., Modesto, CA 95350
 - c. St. Joseph's Catholic Church, 1813 Oakdale Rd., Modesto, CA 95355
 - d. The House, 1601 Coffee Rd., Modesto, CA 95355
 - e. Childcare and Resource Center, 1324 Celeste Dr., Modesto, CA 95355
- 5. Attend meetings as mutually agreed upon by Contractor and County
- B. County shall provide the following to Contractor:

Monthly Incomplete SAR 7 list – A list of all customers that have not yet completed a SAR 7 shall be provided by the 12th of the month.

II. REPORTING:

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

A. INITIAL AND MID-YEAR BUDGET NARRATIVES

Contractor must submit an Initial Budget Narrative to the CSA Program Manager Liaison prior to contracted services starting. Contractor, at Mid-Year, no later than January 31st or the last day of the seventh month into the Agreement, shall submit to the CSA Program Manager Liaison a Mid-Year Budget Narrative. Extensions of the deadline will not be granted. The Mid-Year Budget Narrative shall explain any variances from Initial Budget Narrative and explain how the remaining Agreement funds will be fully expended by the end of the Agreement period. CSA will review the Mid-Year Budget Narrative submitted, taking into consideration adherence to initial budget narrative and examination of current program needs, and will provide funding recommendations for the remainder of the Agreement. Funds not demonstrated by the Mid-Year Budget Narrative to be obligated by the end of the Agreement period may be rescinded and evaluated for other use.

B. MONTHLY

- 1. CalFresh Applications Assisted Report, EXHIBIT D which is hereby incorporated by reference and made a part hereof; and
- 2. CalFresh Redeterminations Assisted Report, EXHIBIT E which is hereby incorporated by reference and made a part hereof; and
- 3. SAR 7 Assisted Report, EXHIBIT F which is hereby incorporated by reference and made a part hereof; and
- 4. Late SAR 7 Report with the following information:
 - a. Total number of customers reached
 - b. Total number of messages left for customers
 - c. Total number customers that were unable to be reached (e.g. phone disconnected, no phone)
 - d. Total number of appointments made

5. Monthly reports are due the seventh (7th) day of the month following the service month.

C. QUARTERLY

Provide a statistical report, by the seventh (7th) day of the month following the end of the quarter, indicating the number of outreach activities, EXHIBIT G which is hereby incorporated by reference and made a part hereof.

D. ANNUALLY

Contractor shall submit to County Program Monitor an annual report in 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 D, E, F and G
- E. Receipt of the reports is required in order to make payment to Contractor. County shall provide Contractor with the forms via email and/or hard copy.
- F. Contractor shall submit all reporting via email to the following:

Teresa Baker at BakerT@stancounty.com

and

Laura Ortega at OrtegaL@stancounty.com

III. 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.
- D. Contractor shall give authorized County, Federal and State officers, agents, employees, or independent auditors and monitors access to examine and audit all records and material related to program services (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards § 200.328, Monitoring and reporting program performance).

IV. MEDI-CAL DATA PRIVACY AND SECURITY

- A. Contractor shall comply with the privacy and security safeguards in the Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services (DHCS) and the County of Stanislaus, Community Services Agency located at http://www.stanworks.com/other-services/pdf/medi-cal-data-privacy-and-security-agreement.pdf.
- B. Contractor shall comply with Stanislaus County Board of Supervisors approved Cloud Policy http://www.stancounty.com/bos/agenda/2012/20121016/B02.pdf, by ensuring that in the course of providing services under this Agreement, any access to confidential data and customer Personal Identifiable Information (PII) pertaining to persons and/or entities, including but not limited to customer name, address, social security number, date and place of birth, driver's license number, identification number or any other information that identifies the individual remains confidential and is protected.
- C. Contractor shall abide by the following Information Technology (IT) protocols and procedures:
 - 1. Process, store and/or transmit PII information only in accordance with the Medi-Cal Data Privacy and Security Agreement specifications using a secure encryption protocol, and in accordance with the National Institute of Standards and Technology (NIST) suite of special publications.
 - 2. Obtain prior written approval from the Community Services Agency (CSA) IT Manager and the CSA Director thirty (30) days prior to:
 - a. Changing the methodology of storing, processing or transmitting customer PII and reports.
 - b. Using a cloud-based and/or file-sharing service to process, store or transmit customer PII.
 - 3. Prior to the approval, provide the name and address of the cloud-based or file-sharing service provider, as well as a detailed description and documentation of the services' security features that demonstrate that the services meet the Medi-Cal Data Privacy and Security Agreement, the Social Security Administration TSSR 7.0.
 - 4. PII data will not be processed, maintained, transmitted or stored in or by means of data communication channels, devices, computers or computer networks located in geographic or virtual areas not subject to United States law.

V. 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 July 1, 2019, through June 30, 2020, shall not exceed \$73,538.

- This is a cost reimbursement Agreement. The costs attendant to the provision of services are described in EXHIBIT C 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 C, 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. 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.
- D. Contractor agrees to sign and comply with the Assurance of Compliance Form.
- 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 July 2019 through April 2020, 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 2020 are as follows:

Invoices due dates and instructions for the service months of May and June will be emailed to Contractor in the month of April

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

Invoices shall be submitted to:

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

or

AccountsPayableTeam@stancounty.com

Accounts Payable Supervisor Phone: (209) 558-2217

- 3. Supporting documentation shall accompany each invoice: copies of signed 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. In addition, Contractor shall submit a monthly list of all participants in the contracted activities and include their full name, social security number and case number (if available).
- 4. To ensure compliance with Federal and State regulations, County may require additional supporting documentation or clarification of claimed expenses as follows:
 - a. County Accounts Payable staff shall notify Contractor to obtain necessary additional documentation or clarification.
 - b. Contractor shall respond within seventy-two (72) hours with required additional documentation or clarification to avoid disallowances/partial payment of invoice.
 - c. All invoices containing expenses that need additional documentation or clarification not provided to County within seventy-two (72) hours of request shall have those expenses disallowed and only the allowed expenses shall be paid.
 - d. Contractor may resubmit disallowed expenses as a supplemental invoice only and must be accompanied by required documentation.

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 reimbursed for travel costs, including transportation, lodging and meals, provided the County has agreed in writing to reimburse the Contractor for such costs. Any reimbursement for travel costs shall be subject to and not exceed those amounts paid to the County's employees under the current Stanislaus County Travel Policy. 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.

EXHIBIT B

Insurance Required for Most Contracts

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability: 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 the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
- 3. Workers' Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with

such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County. Notification of insurance cancellation to the County will be contractors' responsibility.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, 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 Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

- 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- If coverage is canceled or non-renewed, and not replaced with another claims-made policy form
 with a Retroactive Date prior to the contract effective date, the Contractor must purchase
 "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

N/A Exempt from Auto – I will not utilize a vehicle in the perform	nance of my work with the County.
N/A Exempt from WC ~ I am exempt from providing workers' co	
required under section 1861 and 3700 of the California Labor Code.	impensation coverage as
I acknowledge the insurance requirements listed above.	1
Signature: Elvica Ramicez Signature: Catholic Charities of the Diocese of State Control Charities of the Diocese of State Charities of the Di	Date: 5-/3-/9
Signature: Elver Raming	Date: 5-/3-/9
Vendor Name: Catholic Charities of the Diocese of	Stockton
•	
For CEO-Risk Management Division use only	
Exception:	
Approved by CEO-Risk Management Division:	Date: 05/23/2019

CATHOLIC CHARITIES OF THE DIOCESE OF STOCKTON AGREEMENT TO PROVIDE CALFRESH OUTREACH AND ENROLLMENT SERVICES – AREA 5 JULY 1, 2019 THROUGH JUNE 30, 2020 AGREEMENT BUDGET

BUDGET CATEGORY	<u>TOTAL</u>
Personnel Services Salaries	\$37,154
Fringe Benefits (Invoice actual employer paid only)	\$19,398
Total Personnel	\$56,552
Operating Expenses	\$10,301
Indirect (10% of Personnel and Operating)	\$ 6,685
TOTAL COSTS	\$ 73,538

CALFRESH OUTREACH

Partner Name:			
APPLICATIONS ASSISTED			
		HOW APPLICAT	TON SUBMITTED
DATE NAME OF PRIMARY APPLICANT	SOCIAL SECURITY OF APPLICANT/CASE NUMBER	C4Yourself	Paper/Mail
		<u> </u>	
			<u>.</u>
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		٦	
Total Applications Assisted For The Month Total Applications Assisted for 7/2019 - 6/2020		1	

CalFresh Monthly Application Report

CALFRESH OUTREACH

			HOW REDETERM	INATION SUBMITTE
DATE	NAME OF PRIMARY APPLICANT	SOCIAL SECURITY OF APPLICANT/CASE NUMBER	C4Yourself	Paper/Mail
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CalFresh Redetermination Assisted

CALFRESH OUTREACH

			HOW SAR	7 SUBMITTED
ATE	NAME OF PRIMARY APPLICANT	SOCIAL SECURITY OF PRIMARY/CASE NUMBER	C4Yourself	Paper/Mai
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CalFresh SAR 7 Report

07/2019 - 06/2020 Stanislaus County CalFresh Outreach Quarterly Report

		Prepared			
Date:	_	By:			
Agency:		Phone:	_		
		Email:			
	7/19 - 9/19	10/19 - 12/19	1/20 - 3/20	4/20 - 6/20	Total
HOW MUCH DID WE DO?					
Number of events attended					
Number of applicants assisted					
Number of redeterminations assisted					
Number of individuals assisted/reached					
Number of individuals contacted for missing SAR 7s					
IS ANYONE BETTER OFF? Customer Stories (may need to attach a separate document)					
WHATWORKED WELL?					Antana ya Karani ya Karani ya Karani ya K
(may need to attach a separate document)					
WHAT NEEDS TO BE IMPROVED AND HOW?					
(may need to attach a separate document)					

CalFresh Quarterly Report Form

AGREEMENT BETWEEN COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY AND CENTER FOR HUMAN SERVICES FOR CALFRESH OUTREACH AND ENROLLMENT SERVICES – AREA 2 JULY 1, 2019 THROUGH JUNE 30, 2020

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 non-profit corporation, as of the later of July 1, 2019, 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

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, and in accordance with a schedule of work set forth in EXHIBIT A. If there is no schedule, 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.

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.

TERM

- 3.1 The term of this Agreement shall be from the Effective Date through June 30, 2020, 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 This Agreement may be terminated by either party without cause when a thirty (30) day written notice is provided to the other party. 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.

4. REQUIRED LICENSES, CERTIFICATES AND PERMITS

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in EXHIBIT A must be

procured by 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.

Contractor shall comply with all local, state and federal laws, rules and regulations.

5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

6. INSURANCE

Coverage Required: Contractor shall obtain, maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached EXHIBIT B.

7. DEFENSE AND INDEMNIFICATION

- 7.1 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; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.
- 7.2 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. STATUS OF CONTRACTOR

8.1 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.

- 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.
- 8.3 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 service is 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.
- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 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.

9. RECORDS AND AUDITS

- 9.1 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.
- 9.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.

- 9.3 Any authorized representative of County shall have access to any writings as described in section 9.1 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.
- 9.4 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.
- 9.5 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.
- 9.6 Monitoring by County may be accomplished by the following non-exclusive means: field reviews, audit claims, monthly review of records.
- 9.7 Contractor shall be responsible for the procurement and performance of an annual fiscal and compliance audit for each Contractor's fiscal years included in the term of this Agreement when Contractor's compensation exceeds \$75,000 per fiscal year.
- 9.8 Contractor expending 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. Contractor shall notify the CSA Contracts Unit at CSAReport@stancounty.com within five (5) business days of having submitted their Single Audit to the Federal Audit Clearinghouse.
- 9.9 For Contractors who have biennial financial and compliance audits completed, the reports must cover both years within the biennial period.
- 9.10 The financial and compliance audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.
- 9.11 Contractor shall include in the financial and compliance or Single Audit report the auditor's opinion and notes which indicates whether program expenditures are allowable pursuant to the provisions of 45 CFR, Part 75, and all applicable State and Federal guidelines, policies and procedures.
- 9.12 Expenses incurred by Contractor to provide for the performance of a financial and compliance audit or Single 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.
- 9.13 Contractor is responsible for submitting to County a financial and compliance audit report, prepared in accordance with section 9, within one hundred twenty (120) days of the end of the Contractor's fiscal year.

10. 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:

- 10.1 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.
- 10.2 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.
- 10.3 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. Non-discrimination

- 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 including perception of a 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 and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
- 11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 11.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

ASSIGNMENT

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. 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.

14. 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 West Briggsmore Avenue, Suite I

Modesto, CA 95350

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. GENERAL ACCOUNTABILITY

- 21.1 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.
- 21.2 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.
- 21.3 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.

22. 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.

23. 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.

24. STATE ENERGY CONSERVATION PLAN

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

25. CONVICTION OF CRIME

- 25.1 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.
- 25.2 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.
- 25.3 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.

26. 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.

- 27. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS
 - 27.1 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".
 - 27.2 This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR 180, 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 27 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 27 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 27 of this Agreement is a material representation of fact upon which reliance was placed by County when this transaction was entered into.

28. COMPLIANCE WITH FALSE CLAIMS ACT

- 28.1 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.
- 28.2 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.pdf and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor shall adhere to these policies and procedures.

29. ENTIRE AGREEMENT

29.1 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.

29.2	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.
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IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY	CENTER FOR HUMAN SERVICES
By: Kathryn M. Harwell	By: Cynthia Duenas
Title:Director	Title: Executive Director
Dated: 5/30/19	Dated: 5/21/19
APPROVED AS TO FORM: COUNTY COUNSEL	COUNTY OF STANISLAUS
By: Amanda DeHart	Approved per BOS Item #: 2018-0253
Title: Deputy County Counsel	Dated: <u>June 05, 2018</u>
5/2/16	

CENTER FOR HUMAN SERVICES AGREEMENT TO PROVIDE CALFRESH OUTREACH AND ENROLLMENT SERVICES – AREA 2 JULY 1, 2019 THROUGH JUNE 30, 2020

Request for Proposal #17-65-DQ issued by Stanislaus County GSA Purchasing Division; the Contractor'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.

This Agreement is funded in whole or in part with Federal Funds and the contracted agency has been determined to have the role of a contractor per 2 CFR 200.330 (c) and is not subject to the Federal sub-recipient monitoring requirements. This Agreement is paid with the following Federal Catalog number 10.561.

I. SCOPE OF WORK:

- A. Contractor shall provide the following services:
 - 1. CalFresh outreach and enrollment services to residents of Stanislaus County primarily, but limited to the following areas: Crowslanding, 95313; Newman, 95360; Patterson, 95363; and Westley, 95387 as follows:
 - a. 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;
 - b. Assist with completing applications, semi-annual reports and annual determinations for CalFresh
 - c. Promote nutrition information and education families about healthy food choices leading to improved health outcomes for children in the community.
 - Outreach and information at community events and other services;
 - 3. To individuals and families;
 - 4. Attend meetings as mutually agreed upon by Contractor and County.
- B. County shall provide the following to Contractor:

Monthly incomplete SAR 7 list – A list of all customers that have not yet completed a SAR 7 shall be provided by the 12th of the month.

II. REPORTING:

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

A. INITIAL AND MID-YEAR BUDGET NARRATIVES

Contractor must submit an Initial Budget Narrative to the CSA Program Manager Liaison prior to contracted services starting. Contractor, at Mid-Year, no later than January 31st or the last day of the seventh month into the Agreement, shall submit to the CSA Program Manager Liaison a Mid-Year Budget Narrative. Extensions of the deadline will not be granted. The Mid-Year Budget Narrative shall explain any variances from Initial Budget Narrative and explain how the remaining Agreement funds will be fully expended by the end of the Agreement period. CSA will review the Mid-Year Budget Narrative submitted, taking into consideration adherence to initial budget narrative and examination of current program needs, and will provide funding recommendations for the remainder of the Agreement. Funds not demonstrated by the Mid-Year Budget Narrative to be obligated by the end of the Agreement period may be rescinded and evaluated for other use.

B. MONTHLY

- 1. CalFresh Applications Assisted Report, EXHIBIT D which is hereby incorporated by reference and made a part hereof; and
- 2. CalFresh Redeterminations Assisted Report, EXHIBIT E which is hereby incorporated by reference and made a part hereof; and
- 3. SAR 7 Assisted Report, EXHIBIT F which is hereby incorporated by reference and made a part hereof; and
- 4. Late SAR 7 Report with the following information:
 - Total number of customers reached
 - b. Total number of messages left for customers
 - c. Total number customers that were unable to be reached (e.g. phone disconnected, no phone)
 - d. Total number of appointments made
- 5. Monthly reports are due the seventh (7th) day of the month following the service month.

C. QUARTERLY

Provide a statistical report, by the seventh (7th) day of the month following the end of the quarter, indicating the number of outreach activities, EXHIBIT G which is hereby incorporated by reference and made a part hereof.

D. ANNUALLY

Contractor shall submit to County Program Monitor an annual report in 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 D, E, F and G
- E. Receipt of the reports is required in order to make payment to Contractor. County shall provide Contractor with the forms via email and/or hard copy.
- F. Contractor shall submit all reporting via email to the following:

Teresa Baker at BakerT@stancounty.com

and

Laura Ortega at OrtegaL@stancounty.com

III. 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.

IV. MEDI-CAL DATA PRIVACY AND SECURITY

- A. Contractor shall comply with the privacy and security safeguards in the Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services (DHCS) and the County of Stanislaus, Community Services Agency located at http://www.stanworks.com/other-services/pdf/medi-cal-data-privacy-and-security-agreement.pdf.
- B. Contractor shall comply with Stanislaus County Board of Supervisors approved Cloud Policy http://www.stancounty.com/bos/agenda/2012/20121016/B02.pdf, by ensuring that in the course of providing services under this Agreement, any access to confidential data and customer Personal Identifiable Information (PII) pertaining to persons and/or entities, including but not limited to customer name, address, social security number, date and place of birth, driver's license number, identification number or any other information that identifies the individual remains confidential and is protected.
- C. Contractor shall abide by the following Information Technology (IT) protocols and procedures:

- 1. Process, store and/or transmit PII information only in accordance with the Medi-Cal Data Privacy and Security Agreement specifications using a secure encryption protocol, and in accordance with the National Institute of Standards and Technology (NIST) suite of special publications.
- Obtain prior written approval from the Community Services Agency (CSA) IT Manager and the CSA Director thirty (30) days prior to:
 - a. Changing the methodology of storing, processing or transmitting customer PII and reports.
 - b. Using a cloud-based and/or file-sharing service to process, store or transmit customer PII.
- 3. Prior to the approval, provide the name and address of the cloud-based or file-sharing service provider, as well as a detailed description and documentation of the services' security features that demonstrate that the services meet the Medi-Cal Data Privacy and Security Agreement, the Social Security Administration TSSR 7.0.
- 4. PII data will not be processed, maintained, transmitted or stored in or by means of data communication channels, devices, computers or computer networks located in geographic or virtual areas not subject to United States law.

V. COMPENSATION:

- A. Contractor shall be compensated for the services provided under this Agreement as follows:
 - 1. The maximum amount of this Agreement for the period July 1, 2019, through June 30, 2020, shall not exceed \$33,685.
 - 2. This is a cost reimbursement Agreement. The costs attendant to the provision of services are described in EXHIBIT C which is hereby incorporated by reference and made a part hereof.
 - Contractor shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT C, 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. 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.
- D. Contractor agrees to sign and comply with the Assurance of Compliance Form.
- 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 July 2019 through April 2020, 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 2020 are as follows:

Invoices due dates and instructions for the service months of May and June will be emailed to Contractor in the month of April

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

Invoices shall be submitted to:

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

or

AccountsPayableTeam@stancounty.com

Accounts Payable Supervisor Phone: (209) 558-2217

- 3. Supporting documentation shall accompany each invoice: copies of signed 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. In addition, Contractor shall submit a monthly list of all participants in the contracted activities and include their full name, social security number and case number (if available).
- 4. To ensure compliance with Federal and State regulations, County may require additional supporting documentation or clarification of claimed expenses as follows:
 - a. County Accounts Payable staff shall notify Contractor to obtain necessary additional documentation or clarification.

- b. Contractor shall respond within seventy-two (72) hours with required additional documentation or clarification to avoid disallowances/partial payment of invoice.
- c. All invoices containing expenses that need additional documentation or clarification not provided to County within seventy-two (72) hours of request shall have those expenses disallowed and only the allowed expenses shall be paid.
- d. Contractor may resubmit disallowed expenses as a supplemental invoice only and must be accompanied by required documentation.

H. Payments:

- 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.
- 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 reimbursed for travel costs, including transportation, lodging and meals, provided the County has agreed in writing to reimburse the Contractor for such costs. Any reimbursement for travel costs shall be subject to and not exceed those amounts paid to the County's employees under the current Stanislaus County Travel Policy. 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.

EXHIBIT B

Insurance Required for Most Contracts

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability: 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 the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
- 3. Workers' Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with

such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County. Notification of insurance cancellation to the County will be contractors' responsibility.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, 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 Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

- 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- If coverage is canceled or non-renewed, and not replaced with another claims-made policy form
 with a Retroactive Date prior to the contract effective date, the Contractor must purchase
 "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

N/A	Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.
NI/A	Exempt from WC – I am exempt from providing workers' compensation coverage as
	under section 1861 and 3700 of the California Labor Code.
l acknowl	ledge the insurance requirements listed above.
Print Nan	ne: CYNTHIA DUENAS Date: 5/21/19
Signature	
Vendor N	lame: Center for Human Services
For CEO-	Risk Management Division use only
Exception	n:
Approved	by CEO-Risk Management Division: Reven Wate: 05/28/2019

CENTER FOR HUMAN SERVICES AGREEMENT TO PROVIDE CALFRESH OUTREACH AND ENROLLMENT SERVICES – AREA 2 JULY 1, 2019 THROUGH JUNE 30, 2020 AGREEMENT BUDGET

BUDGET CATEGORY	<u>TOTAL</u>
Personnel Services Salaries	\$18,744
Fringe Benefits (Invoice actual employer paid only)	\$ 4,480
Total Personnel	\$23,224
Operating Expenses	\$ 5,815
Indirect (1)	\$ 4,646
TOTAL COSTS	\$33,685

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

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CalFresh Monthly Application Report

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CalFresh Redetermination Assisted

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CalFresh SAR 7 Report

07/2019 - 06/2020 Stanislaus County CalFresh Outreach Quarterly Report

		Prepared			
Date:	_	By:			
Agency:	_	Phone:			
		E <u>m</u> ail:			
	7/19 - 9/19	10/19 - 12/19	1/20 - 3/20	4/20 - 6/20	Total
HOW MUCH DID WE DO?					
Number of events attended					
Number of applicants assisted		<u> </u>			
Number of redeterminations assisted		-			
Number of individuals assisted/reached					
Number of individuals contacted for missing SAR 7s	·				
SANYONE BETTER OFF? Customer Stories (may need to attach a separate document)					
WHAT WORKED WELL?					
(may need to attach a separate document)					
WHAT NEEDS TO BE IMPROVED AND HOW?					
(may need to attach a separate document)					
			· 		

CalFresh Quarterly Report Form

AGREEMENT BETWEEN COUNTY OF STANISLAUS

COMMUNITY SERVICES AGENCY

AND SIERRA VISTA CHILD AND FAMILY SERVICES FOR CALFRESH OUTREACH AND ENROLLMENT SERVICES – AREA 1 JULY 1, 2019 THROUGH JUNE 30, 2020

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 July 1, 2019, 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, and in accordance with a schedule of work set forth in EXHIBIT A. If there is no schedule, 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.

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, 2020, 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 This Agreement may be terminated by either party without cause when a thirty (30) day written notice is provided to the other party. 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.
- 4. REQUIRED LICENSES, CERTIFICATES AND PERMITS

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in EXHIBIT A must be procured by 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.

Contractor shall comply with all local, state and federal laws, rules and regulations.

5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

6. INSURANCE

Coverage Required: Contractor shall obtain, maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached EXHIBIT B.

7. DEFENSE AND INDEMNIFICATION

- 7.1 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; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.
- 7.2 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. STATUS OF CONTRACTOR

8.1 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.

- 8.2 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.
- 8.3 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 service is 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.
- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 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.

9. RECORDS AND AUDITS

- 9.1 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.
- 9.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.
- 9.3 Any authorized representative of County shall have access to any writings as described in section 9.1 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.

- 9.4 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.
- 9.5 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.
- 9.6 Monitoring by County may be accomplished by the following non-exclusive means: field reviews, audit claims, monthly review of records.
- 9.7 Contractor shall be responsible for the procurement and performance of an annual fiscal and compliance audit for each Contractor's fiscal years included in the term of this Agreement when Contractor's compensation exceeds \$75,000 per fiscal year.
- 9.8 Contractor expending 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. Contractor shall notify the CSA Contracts Unit at CSAReport@stancounty.com within five (5) business days of having submitted their Single Audit to the Federal Audit Clearinghouse.
- 9.9 For Contractors who have biennial financial and compliance audits completed, the reports must cover both years within the biennial period.
- 9.10 The financial and compliance audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.
- 9.11 Contractor shall include in the financial and compliance or Single Audit report the auditor's opinion and notes 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.
- 9.12 Expenses incurred by Contractor to provide for the performance of a financial and compliance audit or Single 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.
- 9.13 Contractor is responsible for submitting to County a financial and compliance audit report, prepared in accordance with section 9, within one hundred twenty (120) days of the end of the Contractor's fiscal year.

10. 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:

- 10.1 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.
- 10.2 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.
- 10.3 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. Non-discrimination

- During the performance of this Agreement, Contractor and its officers, employees, agents, 11.1 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 including perception of a 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 seg.); California Labor Code sections 1101 and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
- 11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 11.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

12. ASSIGNMENT

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.

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.

14. 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 and Family Services

Attention: Judy Kindle, Chief Executive Director

100 Poplar Avenue Modesto, CA 95354

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. GENERAL ACCOUNTABILITY

- 21.1 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.
- 21.2 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.
- 21.3 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.

22. 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.

23. 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.

24. STATE ENERGY CONSERVATION PLAN

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

25. CONVICTION OF CRIME

- 25.1 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.
- 25.2 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.
- 25.3 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.

26. 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.

- 27. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS
 - 27.1 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".
 - 27.2 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 27 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 27 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 27 of this Agreement is a material representation of fact upon which reliance was placed by County when this transaction was entered into.

28. COMPLIANCE WITH FALSE CLAIMS ACT

- 28.1 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.
- 28.2 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.pdf and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor shall adhere to these policies and procedures.

29. ENTIRE AGREEMENT

29.1 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.

29	.2	This Agreement may be executed in counterparts, each of which shall be deemed to be ar original but all of which, taken together, shall constitute one and the same agreement.
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	////////	

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY	SIERRA VISTA CHILD AND FAMILY SERVICES
By: Acanell Falacla for:	By: Judy Kindle
Title: <u>Director</u>	Title: Chief Executive Director
Dated: 5/3/19	Dated: 4/2-4/19
APPROVED AS TO FORM: COUNTY COUNSEL	COUNTY OF STANISLAUS
By: Amanda DeHart	Approved per BOS Item #: 2018-0253
Title: Deputy County Counsel	Dated: June 5, 2018
Dated: 4-16-19	

SIERRA VISTA CHILD AND FAMILY SERVICES AGREEMENT TO PROVIDE CALFRESH OUTREACH AND ENROLLMENT SERVICES – AREA 1 JULY 1, 2019 THROUGH JUNE 30, 2020

Request for Proposal #17-65-DQ issued by Stanislaus County GSA Purchasing Division; the Contractor'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.

This Agreement is funded in whole or in part with Federal Funds and the contracted agency has been determined to have the role of a contractor per 2 CFR 200.330 (c) and is not subject to the Federal sub-recipient monitoring requirements. This Agreement is paid with the following Federal Catalog number 10.561.

I. SCOPE OF WORK:

- A. Contractor shall provide the following services:
 - 1. CalFresh outreach and enrollment services to residents of Stanislaus County primarily, but limited to the following areas: Denair, 95316; Hickman, 95323; Hughson, 95326 and Turlock, 95380, 95381 and 95382 as follows:
 - a. 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
 - b. Assist with completing applications, semi-annual reports and annual determinations for CalFresh
 - c. Promote nutrition information and educate families about healthy food choices leading to improved health outcomes for children in the community.
 - Outreach and information at community events;
 - 3. Services to individuals and families:
 - 4. Attend meetings as mutually agreed upon by Contractor and County
- B. County shall provide the following to Contractor:

Monthly Incomplete SAR 7 list – A list of all customers that have not yet completed a SAR 7 shall be provided by the 12^{th} of the month.

II. REPORTING:

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

A. MONTHLY

- 1. CalFresh Applications Assisted Report, EXHIBIT D which is hereby incorporated by reference and made a part hereof; and
- 2. CalFresh Redeterminations Assisted Report, EXHIBIT E which is hereby incorporated by reference and made a part hereof; and
- 3. SAR 7 Assisted Report, EXHIBIT F which is hereby incorporated by reference and made a part hereof; and
- 4. Late SAR 7 Report with the following information:
 - a. Total number of customers reached
 - b. Total number of messages left for customers
 - c. Total number customers that were unable to be reached (e.g. phone disconnected, no phone)
 - d. Total number of appointments made
- 5. Monthly reports are due the seventh (7th) day of the month following the service month.

B. QUARTERLY

Provide a statistical report, by the seventh (7th) day of the month following the end of the quarter, indicating the number of outreach activities, EXHIBIT G which is hereby incorporated by reference and made a part hereof.

C. ANNUALLY

Contractor shall submit to County Program Monitor an annual report in 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 D, E, F and G
- D. Receipt of the reports is required in order to make payment to Contractor. County shall provide Contractor with the forms via email and/or hard copy.

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

Teresa Baker at BakerT@stancounty.com

and

Laura Ortega at Ortegal@stancounty.com

III. 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.

IV. MEDI-CAL DATA PRIVACY AND SECURITY

- A. Contractor shall comply with the privacy and security safeguards in the Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services (DHCS) and the County of Stanislaus, Community Services Agency located at http://www.stanworks.com/other-services/pdf/medi-cal-data-privacy-and-security-agreement.pdf.
- B. Contractor shall comply with Stanislaus County Board of Supervisors approved Cloud Policy http://www.stancounty.com/bos/agenda/2012/20121016/B02.pdf, by ensuring that in the course of providing services under this Agreement, any access to confidential data and customer Personal Identifiable Information (PII) pertaining to persons and/or entities, including but not limited to customer name, address, social security number, date and place of birth, driver's license number, identification number or any other information that identifies the individual remains confidential and is protected.
- C. Contractor shall abide by the following Information Technology (IT) protocols and procedures:
 - Process, store and/or transmit PII information only in accordance with the Medi-Cal Data Privacy and Security Agreement specifications using a secure encryption protocol, and in accordance with the National Institute of Standards and Technology (NIST) suite of special publications.
 - 2. Obtain prior written approval from the Community Services Agency (CSA) IT Manager and the CSA Director thirty (30) days prior to:
 - a. Changing the methodology of storing, processing or transmitting customer PII and reports.
 - b. Using a cloud-based and/or file-sharing service to process, store or transmit customer PII.

- Prior to the approval, provide the name and address of the cloud-based or filesharing service provider, as well as a detailed description and documentation of the services' security features that demonstrate that the services meet the Medi-Cal Data Privacy and Security Agreement, the Social Security Administration TSSR 7.0.
- 4. PII data will not be processed, maintained, transmitted or stored in or by means of data communication channels, devices, computers or computer networks located in geographic or virtual areas not subject to United States law.

V. COMPENSATION:

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

- 1. The maximum amount of this Agreement for the period July 1, 2019, through June 30, 2020, shall not exceed \$80,429.
- This is a cost reimbursement Agreement. The costs attendant to the provision of services are described in EXHIBIT C which is hereby incorporated by reference and made a part hereof.
- Contractor shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT C, or as the budget is thereafter amended or obligated.
- A. Contractor shall make no charge to the recipient and shall collect no share of cost.
- B. 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.
- Contractor agrees to sign and comply with the Assurance of Compliance Form.
- D. 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.
- E. 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.

F. Invoices:

1. For services provided in the months of July 2019 through April 2020, 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 2020 are as follows:

Invoices due dates and instructions for the service months of May and June will be emailed to Contractor in the month of April.

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

2. Invoices shall be submitted to:

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

ОГ

AccountsPayableTeam@stancounty.com

Accounts Payable Supervisor Phone: (209) 558-2217

- 3. Supporting documentation shall accompany each invoice: copies of signed 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. In addition, Contractor shall submit a monthly list of all participants in the contracted activities and include their full name, social security number and case number (if available).
- 4. To ensure compliance with Federal and State regulations, County may require additional supporting documentation or clarification of claimed expenses as follows:
 - a. County Accounts Payable staff shall notify Contractor to obtain necessary additional documentation or clarification.
 - b. Contractor shall respond within seventy-two (72) hours with required additional documentation or clarification to avoid disallowances/partial payment of invoice.
 - c. All invoices containing expenses that need additional documentation or clarification not provided to County within seventy-two (72) hours of request shall have those expenses disallowed and only the allowed expenses shall be paid.
 - d. Contractor may resubmit disallowed expenses as a supplemental invoice only and must be accompanied by required documentation.

G. Payments:

- 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.
- 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 reimbursed for travel costs, including transportation, lodging and meals, provided the County has agreed in writing to reimburse the Contractor for such costs. Any reimbursement for travel costs shall be subject to and not exceed those amounts paid to the County's employees under the current Stanislaus County Travel Policy. 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.

EXHIBIT B

Insurance Required for Most Contracts

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability: 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 the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
- Workers' Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with

such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; <u>and</u> CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County. Notification of insurance cancellation to the County will be contractors' responsibility.

Walver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (Itcensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, 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 Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

- 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

acknowledge the insurance requirements listed above.	
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Insurance Requirements for Most Contracts 2019

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Page 4

SIERRA VISTA CHILD AND FAMILY SERVICES AGREEMENT TO PROVIDE CALFRESH OUTREACH AND ENROLLMENT SERVICES – AREA 1 JULY 1, 2019 THROUGH JUNE 30, 2020 AGREEMENT BUDGET

BUDGET CATEGORY	<u>TOTAL</u>
Personnel Services Salaries	\$55,016
Fringe Benefits (Invoice actual employer paid only)	\$13,203
Total Personnel	\$68,219
Operating Expenses	\$ 4,899
Indirect (10% of Personnel and Operating)	\$ 7,311
TOTAL COSTS	\$ 80,429

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CalFresh Monthly Application Report

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CalFresh Redetermination Assisted

Partner N	ame:			
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Total Nur	nber of SAR 7s Assisted For The Month			
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CalFresh SAR 7 Report

07/2019 - 06/2020 Stanislaus County CalFresh Outreach Quarterly Report

		Prepared			
Date:	_	By:			
Agency:	_	Phone:			
		Email:			
	7/19 - 9/19	10/19 - 12/19	1/20 - 3/20	4/20 - 6/20	Total
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Number of applicants assisted					
Number of redeterminations assisted					
Number of individuals assisted/reached					
Number of individuals contacted for missing SAR 7s					
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WHAT NEEDS TO BE IMPROVED AND HOW?					
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CalFresh Quarterly Report Form

AGREEMENT BETWEEN COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY AND CENTER FOR HUMAN SERVICES FOR CALFRESH OUTREACH AND ENROLLMENT SERVICES – AREA 6 JULY 1, 2019 THROUGH JUNE 30, 2020

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 non-profit corporation, as of the later of July 1, 2019, 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

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, and in accordance with a schedule of work set forth in EXHIBIT A. If there is no schedule, 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.

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.

TERM

- 3.1 The term of this Agreement shall be from the Effective Date through June 30, 2020, 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 This Agreement may be terminated by either party without cause when a thirty (30) day written notice is provided to the other party. 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.

4. REQUIRED LICENSES, CERTIFICATES AND PERMITS

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in EXHIBIT A must be procured by 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.

Contractor shall comply with all local, state and federal laws, rules and regulations.

5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

Insurance

Coverage Required: Contractor shall obtain, maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached EXHIBIT B.

7. DEFENSE AND INDEMNIFICATION

- 7.1 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; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.
- 7.2 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. STATUS OF CONTRACTOR

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.

- 8.2 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.
- 8.3 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 service is 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.
- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 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.

9. RECORDS AND AUDITS

- 9.1 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.
- 9.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.
- 9.3 Any authorized representative of County shall have access to any writings as described in section 9.1 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.
- 9.4 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.
- 9.5 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.
- 9.6 Monitoring by County may be accomplished by the following non-exclusive means: field reviews, audit claims, monthly review of records.
- 9.7 Contractor shall be responsible for the procurement and performance of an annual fiscal and compliance audit for each Contractor's fiscal years included in the term of this Agreement when Contractor's compensation exceeds \$75,000 per fiscal year.
- 9.8 Contractor expending 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. Contractor shall notify the CSA Contracts Unit at CSAReport@stancounty.com within five (5) business days of having submitted their Single Audit to the Federal Audit Clearinghouse.
- 9.9 For Contractors who have biennial financial and compliance audits completed, the reports must cover both years within the biennial period.
- 9.10 The financial and compliance audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.
- 9.11 Contractor shall include in the financial and compliance or Single Audit report the auditor's opinion and notes which indicates whether program expenditures are allowable pursuant to the provisions of 45 CFR, Part 75, and all applicable State and Federal guidelines, policies and procedures.
- 9.12 Expenses incurred by Contractor to provide for the performance of a financial and compliance audit or Single 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.
- 9.13 Contractor is responsible for submitting to County a financial and compliance audit report, prepared in accordance with section 9, within one hundred twenty (120) days of the end of the Contractor's fiscal year.

10. 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:

- 10.1 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.
- 10.2 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.
- 10.3 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. NON-DISCRIMINATION

- 11.1 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 including perception of a 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 and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
- 11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 11.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

12. ASSIGNMENT

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. 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.

14. 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 West Briggsmore Avenue, Suite I

Modesto, CA 95350

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. GENERAL ACCOUNTABILITY

- 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.
- 21.2 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.
- 21.3 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.

22. 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.

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.

24. STATE ENERGY CONSERVATION PLAN

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

25. CONVICTION OF CRIME

- 25.1 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.
- 25.2 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.
- 25.3 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.

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.

- 27. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS
 - 27.1 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".
 - 27.2 This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR 180, 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 27 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 27 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 27 of this Agreement is a material representation of fact upon which reliance was placed by County when this transaction was entered into.

28. COMPLIANCE WITH FALSE CLAIMS ACT

- 28.1 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.
- 28.2 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.pdf and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor shall adhere to these policies and procedures.

29. ENTIRE AGREEMENT

29.1 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.

29.2	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.
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IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY	OF STAI	NISLAUS	3
COMMUN	NTY SER	VICES A	AGENCY

CENTER FOR HUMAN SERVICES

By: Darkyn M. Harwell	By: Cynthia Duenas
Title: Director Title:	Executive Director
Dated: 5/30/19	Dated: 5/21/19
APPROVED AS TO FORM: COUNTY COUNSEL	COUNTY OF STANISLAUS
By: Amanda DeHart	Approved per BOS Item #: 2018-0253
Title: Deputy County Counsel	Dated: <u>June 05, 2018</u>
5-10-10	

CENTER FOR HUMAN SERVICES AGREEMENT TO PROVIDE FOR CALFRESH OUTREACH AND ENROLLMENT SERVICES – AREA 6 JULY 1, 2019 THROUGH JUNE 30, 2020

Request for Proposal #17-65-DQ issued by Stanislaus County GSA Purchasing Division; the Contractor'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.

This Agreement is funded in whole or in part with Federal Funds and the contracted agency has been determined to have the role of a contractor per 2 CFR 200.330 (c) and is not subject to the Federal subrecipient monitoring requirements. This Agreement is paid with the following Federal Catalog number 10.561.

I. SCOPE OF WORK:

- A. Contractor shall provide the following services:
 - CalFresh outreach and enrollment services to residents of Stanislaus County primarily, but limited to the following areas: La Grange, 95329; Oakdale, Knights Ferry and Valley Home 95361, Riverbank, 95667; and Waterford, 95386 as follows:
 - a. 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;
 - b. Assist with completing applications, semi-annual reports and annual determinations for CalFresh;
 - c. Promote nutrition information and educate families about healthy food choices leading to improved health outcomes for children in the community.
 - Outreach and information at community events and other services;
 - To individuals and families;
 - 4. Attend meetings as mutually agreed upon by Contractor and County
- B. County shall provide the following to Contractor:

Monthly Incomplete SAR 7 list – A list of all customers that have not yet completed a SAR 7 shall be provided by the 12th of the month.

II. REPORTING:

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

A. INITIAL AND MID-YEAR BUDGET NARRATIVES

Contractor must submit an Initial Budget Narrative to the CSA Program Manager Liaison prior to contracted services starting. Contractor, at Mid-Year, no later than January 31st or the last day of the seventh month into the Agreement, shall submit to the CSA Program Manager Liaison a Mid-Year Budget Narrative. Extensions of the deadline will not be granted. The Mid-Year Budget Narrative shall explain any variances from Initial Budget Narrative and explain how the remaining Agreement funds will be fully expended by the end of the Agreement period. CSA will review the Mid-Year Budget Narrative submitted, taking into consideration adherence to initial budget narrative and examination of current program needs, and will provide funding recommendations for the remainder of the Agreement. Funds not demonstrated by the Mid-Year Budget Narrative to be obligated by the end of the Agreement period may be rescinded and evaluated for other use.

B. MONTHLY

- 1. CalFresh Applications Assisted Report, EXHIBIT D which is hereby incorporated by reference and made a part hereof; and
- 2. CalFresh Redeterminations Assisted Report, EXHIBIT E which is hereby incorporated by reference and made a part hereof; and
- 3. SAR 7 Assisted Report, EXHIBIT F which is hereby incorporated by reference and made a part hereof; and
- 4. Late SAR 7 Report with the following information:
 - a. Total number of customers reached
 - b. Total number of messages left for customers
 - c. Total number customers that were unable to be reached (e.g. phone disconnected, no phone)
 - d. Total number of appointments made
- 5. Monthly reports are due the seventh (7th) day of the month following the service month.

C. QUARTERLY

Provide a statistical report, by the seventh (7th) day of the month following the end of the quarter, indicating the number of outreach activities, EXHIBIT G which is hereby incorporated by reference and made a part hereof.

D. ANNUALLY

Contractor shall submit to County Program Monitor an annual report in 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 D, E, F and G
- E. Receipt of the reports is required in order to make payment to Contractor. County shall provide Contractor with the forms via email and/or hard copy.
- F. Contractor shall submit all reporting via email to the following:

Teresa Baker at BakerT@stancounty.com

and

Laura Ortega at OrtegaL@stancounty.com

III. 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.

IV. MEDI-CAL DATA PRIVACY AND SECURITY

- A. Contractor shall comply with the privacy and security safeguards in the Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services (DHCS) and the County of Stanislaus, Community Services Agency located at http://www.stanworks.com/other-services/pdf/medi-cal-data-privacy-and-security-agreement.pdf.
- B. Contractor shall comply with Stanislaus County Board of Supervisors approved Cloud Policy http://www.stancounty.com/bos/agenda/2012/20121016/B02.pdf, by ensuring that in the course of providing services under this Agreement, any access to confidential data and customer Personal Identifiable Information (PII) pertaining to persons and/or entities, including but not limited to customer name, address, social security number, date and place of birth, driver's license number, identification number or any other information that identifies the individual remains confidential and is protected.
- C. Contractor shall abide by the following Information Technology (IT) protocols and procedures:

- 1. Process, store and/or transmit PII information only in accordance with the Medi-Cal Data Privacy and Security Agreement specifications using a secure encryption protocol, and in accordance with the National Institute of Standards and Technology (NIST) suite of special publications.
- 2. Obtain prior written approval from the Community Services Agency (CSA) IT Manager and the CSA Director thirty (30) days prior to:
 - a. Changing the methodology of storing, processing or transmitting customer PII and reports.
 - b. Using a cloud-based and/or file-sharing service to process, store or transmit customer PII.
- 3. Prior to the approval, provide the name and address of the cloud-based or file-sharing service provider, as well as a detailed description and documentation of the services' security features that demonstrate that the services meet the Medi-Cal Data Privacy and Security Agreement, the Social Security Administration TSSR 7.0.
- 4. PII data will not be processed, maintained, transmitted or stored in or by means of data communication channels, devices, computers or computer networks located in geographic or virtual areas not subject to United States law.

V. COMPENSATION:

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

- 1. The maximum amount of this Agreement for the period July 1, 2019, through June 30, 2020, shall not exceed \$48,478.
- 2. This is a cost reimbursement Agreement. The costs attendant to the provision of services are described in EXHIBIT C which is hereby incorporated by reference and made a part hereof.
- Contractor shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT C, or as the budget is thereafter amended or obligated.
- A. Contractor shall make no charge to the recipient and shall collect no share of cost.
- B. 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.
- C. Contractor agrees to sign and comply with the Assurance of Compliance Form.
- D. 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.

E. 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.

F. Invoices:

1. For services provided in the months of July 2019 through April 2020, 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 2020 are as follows:

Invoices due dates and instructions for the service months of May and June will be emailed to Contractor in the month of April

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

2. Invoices shall be submitted to:

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

or

AccountsPayableTeam@stancounty.com

Accounts Payable Supervisor Phone: (209) 558-2217

- 3. Supporting documentation shall accompany each invoice: copies of signed 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. In addition, Contractor shall submit a monthly list of all participants in the contracted activities and include their full name, social security number and case number (if available).
- 4. To ensure compliance with Federal and State regulations, County may require additional supporting documentation or clarification of claimed expenses as follows:
 - a. County Accounts Payable staff shall notify Contractor to obtain necessary additional documentation or clarification.
 - b. Contractor shall respond within seventy-two (72) hours with required additional documentation or clarification to avoid disallowances/partial payment of invoice.

- c. All invoices containing expenses that need additional documentation or clarification not provided to County within seventy-two (72) hours of request shall have those expenses disallowed and only the allowed expenses shall be paid.
- d. Contractor may resubmit disallowed expenses as a supplemental invoice only and must be accompanied by required documentation.

G. 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 reimbursed for travel costs, including transportation, lodging and meals, provided the County has agreed in writing to reimburse the Contractor for such costs. Any reimbursement for travel costs shall be subject to and not exceed those amounts paid to the County's employees under the current Stanislaus County Travel Policy. 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.

EXHIBIT B

Insurance Required for Most Contracts

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability: 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 the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
- Workers' Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with

such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; <u>and</u> CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County. Notification of insurance cancellation to the County will be contractors' responsibility.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, 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 Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

- 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

N/A Exempt from Auto – I will not utilize a vehicle in the performance of my work with the Cour	nty.
N/A Exempt from WC – I am exempt from providing workers' compensation coverage as	
required under section 1861 and 3700 of the California Labor Code.	
l acknowledge the insurance requirements listed above.	
Print Name: CYNTHIA DUENUS Date: 5/21/19	
Signature: UMHUA DULNAS Date: 5/21/19	
Vendor Name: Center for Human Services	
For CEO-Risk Management Division use only	
1 of CEO Management Buildion dec Ciny	
Exception: N/A	
Approved by CEO-Risk Management Division:	

CENTER FOR HUMAN SERVICES AGREEMENT TO PROVIDE CALFRESH OUTREACH AND ENROLLMENT SERVICES – AREA 6 JULY 1, 2019 THROUGH JUNE 30, 2020 AGREEMENT BUDGET

TOTAL COSTS	\$48,478
Indirect (1)	\$ 6,687
Operating Expenses	\$15,047
Total Personnel	\$26,744
Fringe Benefits (Invoice actual employer paid only)	\$ 5,159
Personnel Services Salaries	\$21,585
BUDGET CATEGORY	TOTAL

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

Partner	Name:					
APPLICAT	TIONS ASSISTED					
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DATE	NAME OF PRIMARY APPLICANT	SOCIAL SECURITY OF APPLICANT/CASE NUMBER	C4Yourself	Paper/Mail		
 			 			
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Total Ann	lications Assisted For The Month		7			
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CalFresh Monthly Application Report

Partner	Name:	<u></u>		
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Total Red	eterminations Assisted For The Month			
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CalFresh Redetermination Assisted

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CalFresh SAR 7 Report

07/2019 - 06/2020 Stanislaus County CalFresh Outreach Quarterly Report

		Prepared			
Date:	<u>_</u>	By:	<u></u>		
Agency:		Phone:			
		Email:			
	7/19 - 9/19	10/19 - 12/19	1/20 - 3/20	4/20 - 6/20	Total
HOW MUCH DID WE DO?			A Committee Colors		
Number of events attended					
Number of applicants assisted					
Number of redeterminations assisted					
Number of individuals assisted/reached					
Number of individuals contacted for missing SAR 7s					·
IS ANYONE BETTER OFF? Customer Stories (may need to attach a separate document)		Language (1995)			
WHAT WORKED WELL?					
(may need to attach a separate document) _					<u> </u>
WHAT NEEDS TO BE IMPROVED AND HOW?					
(may need to attach a separate document)					
					· · · · · ·

CalFresh Quarterly Report Form

AGREEMENT BETWEEN COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY AND CENTER FOR HUMAN SERVICES FOR CALFRESH OUTREACH AND ENROLLMENT SERVICES – AREA 3 JULY 1, 2019 THROUGH JUNE 30, 2020

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 non-profit corporation, as of the later of July 1, 2019, 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

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, and in accordance with a schedule of work set forth in EXHIBIT A. If there is no schedule, 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.

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, 2020, 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 This Agreement may be terminated by either party without cause when a thirty (30) day written notice is provided to the other party. 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.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in EXHIBIT A must be procured by 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.

Contractor shall comply with all local, state and federal laws, rules and regulations.

5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

6. INSURANCE

Coverage Required: Contractor shall obtain, maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached EXHIBIT B.

7. DEFENSE AND INDEMNIFICATION

- 7.1 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; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.
- 7.2 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. STATUS OF CONTRACTOR

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.

- 8.2 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.
- 8.3 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 service is 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.
- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 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.

9. RECORDS AND AUDITS

- 9.1 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.
- 9.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.
- 9.3 Any authorized representative of County shall have access to any writings as described in section 9.1 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.
- 9.4 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.
- 9.5 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.
- 9.6 Monitoring by County may be accomplished by the following non-exclusive means: field reviews, audit claims, monthly review of records.
- 9.7 Contractor shall be responsible for the procurement and performance of an annual fiscal and compliance audit for each Contractor's fiscal years included in the term of this Agreement when Contractor's compensation exceeds \$75,000 per fiscal year.
- 9.8 Contractor expending 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. Contractor shall notify the CSA Contracts Unit at CSAReport@stancounty.com within five (5) business days of having submitted their Single Audit to the Federal Audit Clearinghouse.
- 9.9 For Contractors who have biennial financial and compliance audits completed, the reports must cover both years within the biennial period.
- 9.10 The financial and compliance audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.
- 9.11 Contractor shall include in the financial and compliance or Single Audit report the auditor's opinion and notes which indicates whether program expenditures are allowable pursuant to the provisions of 45 CFR, Part 75, and all applicable State and Federal guidelines, policies and procedures.
- 9.12 Expenses incurred by Contractor to provide for the performance of a financial and compliance audit or Single 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.
- 9.13 Contractor is responsible for submitting to County a financial and compliance audit report, prepared in accordance with section 9, within one hundred twenty (120) days of the end of the Contractor's fiscal year.

10. 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:

- 10.1 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.
- 10.2 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.
- 10.3 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. Non-discrimination

- 11.1 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 including perception of a 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 and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
- 11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 11.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

12. ASSIGNMENT

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. 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.

14. 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 West Briggsmore Avenue, Suite I

Modesto, CA 95350

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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. GENERAL ACCOUNTABILITY

- 21.1 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.
- 21.2 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.
- 21.3 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.

22. 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.

23. 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.

24. STATE ENERGY CONSERVATION PLAN

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

25. CONVICTION OF CRIME

- 25.1 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.
- 25.2 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.
- 25.3 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.

26. 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.

- 27. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS
 - 27.1 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".
 - 27.2 This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR 180, 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 27 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 27 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 27 of this Agreement is a material representation of fact upon which reliance was placed by County when this transaction was entered into.

28. COMPLIANCE WITH FALSE CLAIMS ACT

- 28.1 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.
- 28.2 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.pdf and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor shall adhere to these policies and procedures.

29. ENTIRE AGREEMENT

29.1 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.

29.2	This Agreement may be executed in counterparts, each of which shall be deemed to be ar original but all of which, taken together, shall constitute one and the same agreement.
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IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY	CENTER FOR HUMAN SERVICES
By: Peru M. Jawl Kathryn M. Harwell	By: Cynthia Duenas Cynthia Duenas
Title: <u>Director</u>	Title: Executive Director
Dated: 5/30/19	Dated: 5/21/19
APPROVED AS TO FORM: COUNTY COUNSEL	COUNTY OF STANISLAUS
By: Fol.'. Amanda DeHart	Approved per BOS Item #: 2018-0253
Title: Deputy County Counsel	Dated: June 05, 2018
Dated: 5 7 19	

CENTER FOR HUMAN SERVICES AGREEMENT TO PROVIDE CALFRESH OUTREACH AND ENROLLMENT SERVICES – AREA 3 JULY 1, 2019 THROUGH JUNE 30, 2020

Request for Proposal #17-65-DQ issued by Stanislaus County GSA Purchasing Division; the Contractor'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.

This Agreement is funded in whole or in part with Federal Funds and the contracted agency has been determined to have the role of a contractor per 2 CFR 200.330 (c) and is not subject to the Federal sub-recipient monitoring requirements. This Agreement is paid with the following Federal Catalog number 10.561.

I. SCOPE OF WORK:

- A. Contractor shall provide the following services:
 - 1. CalFresh outreach and enrollment services to residents of Stanislaus County primarily, but limited to the following areas: Ceres, 95307 and Keyes, 95328 as follows:
 - a. 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;
 - b. Assist with completing applications, semi-annual reports and annual determinations for CalFresh;
 - c. Promote nutrition information and educate families about healthy food choices leading to improved health outcomes for children in the community.
 - 2. Outreach and information at community events and other services;
 - 3. To individuals and families;
 - 4. Attend meetings as mutually agreed upon by Contractor and County
- B. County shall provide the following to Contractor:

Monthly Incomplete SAR 7 list – A list of all customers that have not yet completed a SAR 7 shall be provided by the 12^{th} of the month.

II. REPORTING:

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

A. INITIAL AND MID-YEAR BUDGET NARRATIVES.

Contractor must submit an Initial Budget Narrative to the CSA Program Manager Liaison prior to contracted services starting. Contractor, at Mid-Year, no later than January 31st or the last day of the seventh month into the Agreement, shall submit to the CSA Program Manager Liaison a Mid-Year Budget Narrative. Extensions of the deadline will not be granted. The Mid-Year Budget Narrative shall explain any variances from Initial Budget Narrative and explain how the remaining Agreement funds will be fully expended by the end of the Agreement period. CSA will review the Mid-Year Budget Narrative submitted, taking into consideration adherence to initial budget narrative and examination of current program needs, and will provide funding recommendations for the remainder of the Agreement. Funds not demonstrated by the Mid-Year Budget Narrative to be obligated by the end of the Agreement period may be rescinded and evaluated for other use.

B. MONTHLY

- 1. CalFresh Applications Assisted Report, EXHIBIT D which is hereby incorporated by reference and made a part hereof; and
- 2. CalFresh Redeterminations Assisted Report, EXHIBIT E which is hereby incorporated by reference and made a part hereof; and
- 3. SAR 7 Assisted Report, EXHIBIT F which is hereby incorporated by reference and made a part hereof; and
- 4. Late SAR 7 Report with the following information:
 - a. Total number of customers reached
 - b. Total number of messages left for customers
 - c. Total number customers that were unable to be reached (e.g. phone disconnected, no phone)
 - d. Total number of appointments made
- 5. Monthly reports are due the fifth day of the month following the service month.

C. QUARTERLY

Provide a statistical report, by the seventh (7th) day of the month following the end of the quarter, indicating the number of outreach activities, EXHIBIT G which is hereby incorporated by reference and made a part hereof.

D. ANNUALLY

Contractor shall submit to County Program Monitor an annual report in 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 D, E, F and G
- E. Receipt of the reports is required in order to make payment to Contractor. County shall provide Contractor with the forms via email and/or hard copy.
- F. Contractor shall submit all reporting via email to the following:

Teresa Baker at BakerT@stancounty.com

and

Laura Ortega at OrtegaL@stancounty.com

III. 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.

IV. MEDI-CAL DATA PRIVACY AND SECURITY

- A. Contractor shall comply with the privacy and security safeguards in the Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services (DHCS) and the County of Stanislaus, Community Services Agency located at http://www.stanworks.com/other-services/pdf/medi-cal-data-privacy-and-security-agreement.pdf.
- B. Contractor shall comply with Stanislaus County Board of Supervisors approved Cloud Policy http://www.stancounty.com/bos/agenda/2012/20121016/B02.pdf, by ensuring that in the course of providing services under this Agreement, any access to confidential data and customer Personal Identifiable Information (PII) pertaining to persons and/or entities, including but not limited to customer name, address, social security number, date and place of birth, driver's license number, identification number or any other information that identifies the individual remains confidential and is protected.

- C. Contractor shall abide by the following Information Technology (IT) protocols and procedures:
 - 1. Process, store and/or transmit PII information only in accordance with the Medi-Cal Data Privacy and Security Agreement specifications using a secure encryption protocol, and in accordance with the National Institute of Standards and Technology (NIST) suite of special publications.
 - 2. Obtain prior written approval from the Community Services Agency (CSA) IT Manager and the CSA Director thirty (30) days prior to:
 - a. Changing the methodology of storing, processing or transmitting customer PII and reports.
 - b. Using a cloud-based and/or file-sharing service to process, store or transmit customer PII.
 - Prior to the approval, provide the name and address of the cloud-based or filesharing service provider, as well as a detailed description and documentation of the services' security features that demonstrate that the services meet the Medi-Cal Data Privacy and Security Agreement, the Social Security Administration TSSR 7.0.
 - 4. PII data will not be processed, maintained, transmitted or stored in or by means of data communication channels, devices, computers or computer networks located in geographic or virtual areas not subject to United States law.

V. 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 July 1, 2019, through June 30, 2020, shall not exceed \$46,720.
- 2. This is a cost reimbursement Agreement. The costs attendant to the provision of services are described in EXHIBIT C which is hereby incorporated by reference and made a part hereof.
- Contractor shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT C, 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. 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.
- D. Contractor agrees to sign and comply with the Assurance of Compliance Form.
- 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 July 2019 through April 2020, 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 2020 are as follows:

Invoices due dates and instructions for the service months of May and June will be emailed to Contractor in the month of April

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

2. Invoices shall be submitted to:

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

ОΓ

AccountsPayableTeam@stancounty.com

Accounts Payable Supervisor Phone: (209) 558-2217

- 3. Supporting documentation shall accompany each invoice: copies of signed 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. In addition, Contractor shall submit a monthly list of all participants in the contracted activities and include their full name, social security number and case number (if available).
- 4. To ensure compliance with Federal and State regulations, County may require additional supporting documentation or clarification of claimed expenses as follows:
 - a. County Accounts Payable staff shall notify Contractor to obtain necessary additional documentation or clarification.

- b. Contractor shall respond within seventy-two (72) hours with required additional documentation or clarification to avoid disallowances/partial payment of invoice.
- c. All invoices containing expenses that need additional documentation or clarification not provided to County within seventy-two (72) hours of request shall have those expenses disallowed and only the allowed expenses shall be paid.
- d. Contractor may resubmit disallowed expenses as a supplemental invoice only and must be accompanied by required documentation.

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 reimbursed for travel costs, including transportation, lodging and meals, provided the County has agreed in writing to reimburse the Contractor for such costs. Any reimbursement for travel costs shall be subject to and not exceed those amounts paid to the County's employees under the current Stanislaus County Travel Policy. 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.

EXHIBIT B

Insurance Required for Most Contracts

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability: 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 the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
- Workers' Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with

such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; <u>and</u> CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County. Notification of insurance cancellation to the County will be contractors' responsibility.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, 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 Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide claims-made coverage:

 The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

- 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

N/A Exempt from Auto – I will not	utilize a vehicle in the perform	ance of my work with the County.
NI/A	mpt from providing workers' co	
required under section 1861 and 3700		imperioditori ooverage as
I acknowledge the insurance requirem	ents listed above.	41.10
Print Name: <u>Unthia Du</u>	enas	Date: 5/2/14
Signature: Cynthua	Duenas	Date: 5/21/19
Vendor Name: Center for Hum	an Services	
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For CEO-Risk Management Division use	only	
Exception: N/A		
Approved by CEO-Risk Management Divi	sion: Leven Wats	Date: 05/28/2019

CENTER FOR HUMAN SERVICES AGREEMENT TO PROVIDE CALFRESH OUTREACH AND ENROLLMENT SERVICES – AREA 3 JULY 1, 2019 THROUGH JUNE 30, 2020 AGREEMENT BUDGET

TOTAL COSTS	\$46,720
Indirect (1)	\$ 6,444
Operating Expenses	\$ 6,380
Total Personnel	\$33,896
Fringe Benefits (Invoice actual employer paid only)	\$ 6,538
Personnel Services Salaries	\$27,358
BUDGET CATEGORY	TOTAL

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

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Total Red	eterminations Assisted For 7/2019 - 6/2020	0		

CalFresh Redetermination Assisted

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CalFresh SAR 7 Report

07/2019 - 06/2020 Stanislaus County CalFresh Outreach Quarterly Report

		Prepared	•		
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Agency:	_	Phone:			
		Email:			
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CalFresh Quarterly Report Form

AGREEMENT BETWEEN COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY

AND SIERRA VISTA CHILD AND FAMILY SERVICES FOR CALFRESH OUTREACH AND ENROLLMENT SERVICES – AREA 4 JULY 1, 2019 THROUGH JUNE 30, 2020

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 July 1, 2019, 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, and in accordance with a schedule of work set forth in EXHIBIT A. If there is no schedule, 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.

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.

TERM

- 3.1 The term of this Agreement shall be from the Effective Date through June 30, 2020, 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 This Agreement may be terminated by either party without cause when a thirty (30) day written notice is provided to the other party. 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.

4. REQUIRED LICENSES, CERTIFICATES AND PERMITS

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in EXHIBIT A must be procured by 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.

Contractor shall comply with all local, state and federal laws, rules and regulations.

5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

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

6. INSURANCE

Coverage Required: Contractor shall obtain, maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached EXHIBIT B.

7. DEFENSE AND INDEMNIFICATION

- 7.1 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; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.
- 7.2 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. STATUS OF CONTRACTOR

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.

- 8.2 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.
- 8.3 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 service is 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.
- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 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.

9. RECORDS AND AUDITS

- 9.1 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.
- 9.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.
- 9.3 Any authorized representative of County shall have access to any writings as described in section 9.1 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.
- 9.4 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.
- 9.5 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.
- 9.6 Monitoring by County may be accomplished by the following non-exclusive means: field reviews, audit claims, monthly review of records.
- 9.7 Contractor shall be responsible for the procurement and performance of an annual fiscal and compliance audit for each Contractor's fiscal years included in the term of this Agreement when Contractor's compensation exceeds \$75,000 per fiscal year.
- 9.8 Contractor expending 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. Contractor shall notify the CSA Contracts Unit at CSAReport@stancounty.com within five (5) business days of having submitted their Single Audit to the Federal Audit Clearinghouse.
- 9.9 For Contractors who have biennial financial and compliance audits completed, the reports must cover both years within the biennial period.
- 9.10 The financial and compliance audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.
- 9.11 Contractor shall include in the financial and compliance or Single Audit report the auditor's opinion and notes 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.
- 9.12 Expenses incurred by Contractor to provide for the performance of a financial and compliance audit or Single 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.
- 9.13 Contractor is responsible for submitting to County a financial and compliance audit report, prepared in accordance with section 9, within one hundred twenty (120) days of the end of the Contractor's fiscal year.

10. 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:

- 10.1 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.
- 10.2 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.
- 10.3 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. Non-discrimination

- During the performance of this Agreement, Contractor and its officers, employees, agents, 11.1 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 including perception of a 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 seg.); California Labor Code sections 1101 and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
- 11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 11.3 Contractor shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

12. ASSIGNMENT

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. 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.

14. 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 and Family Services

Attention: Judy Kindle, Chief Executive Director

100 Poplar Avenue Modesto, CA 95354

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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. GENERAL ACCOUNTABILITY

- 21.1 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.
- 21.2 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.
- 21.3 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.

22. 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.

23. 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.

24. STATE ENERGY CONSERVATION PLAN

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

25. CONVICTION OF CRIME

- 25.1 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.
- 25.2 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.
- 25.3 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.

26. 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.

- 27. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS
 - 27.1 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".
 - 27.2 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, <u>Federal Register</u> (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 27 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 27 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 27 of this Agreement is a material representation of fact upon which reliance was placed by County when this transaction was entered into.

28. COMPLIANCE WITH FALSE CLAIMS ACT

- 28.1 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.
- 28.2 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.pdf and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor shall adhere to these policies and procedures.

29. ENTIRE AGREEMENT

29.1 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.

29	.2	This Agreement may be executed in counterparts, each of which shall be doriginal but all of which, taken together, shall constitute one and the same a	eemed to be an agreement.
mmimm	///////		

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY	SIERRA VISTA CHILD AND FAMILY SERVICES
By: Helmette Fabele for: Kathryn M. Harwell	By: Judy Leciallo Judy Kindle
Title: <u>Director</u>	Title: Chief Executive Director
Dated: 5/2/19	Dated: 4/34/19
APPROVED AS TO FORM: COUNTY COUNSEL	COUNTY OF STANISLAUS
By: Amanda DeHart	Approved per BOS Item #: 2018-0253
Title: Deputy County Counsel	Dated: June 5, 2018
Dated: 4-16-19	

SIERRA VISTA CHILD AND FAMILY SERVICES AGREEMENT TO PROVIDE CALFRESH OUTREACH AND ENROLLMENT SERVICES – AREA 4 JULY 1, 2019 THROUGH JUNE 30, 2020

Request for Proposal #17-65-DQ issued by Stanislaus County GSA Purchasing Division; the Contractor'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.

This Agreement is funded in whole or in part with Federal Funds and the contracted agency has been determined to have the role of a contractor per 2 CFR 200.330 (c) and is not subject to the Federal sub-recipient monitoring requirements. This Agreement is paid with the following Federal Catalog number (s) 10.561.

SCOPE OF WORK:

- A. Contractor shall provide the following services:
 - 1. CalFresh outreach and enrollment services to residents of Stanislaus County primarily, but limited to the following areas: Modesto with zip codes of 95351, 95352, 95353, 95354 and 95358 as follows:
 - a. 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;
 - b. Assist with completing applications, semi-annual reports and annual determinations for CalFresh:
 - c. Promote nutrition information and education families about healthy food choices leading to improved health outcomes for children in the community.
 - Outreach and information at community events;
 - Services to individuals and families;
 - 4. Attend meetings as mutually agreed upon by Contractor and County
- B. County shall provide the following to Contractor:

Monthly Incomplete SAR 7 list – A list of all customers that have not yet completed a SAR 7 shall be provided by the 12th of the month.

II. REPORTING:

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

A. MONTHLY

- 1. CalFresh Applications Assisted Report, EXHIBIT D which is hereby incorporated by reference and made a part hereof; and
- 2. CalFresh Redeterminations Assisted Report, EXHIBIT E which is hereby incorporated by reference and made a part hereof; and
- SAR 7 Assisted Report, EXHIBIT F which is hereby incorporated by reference and made a part hereof; and
- Late SAR 7 Report with the following information:
 - a. Total number of customers reached
 - b. Total number of messages left for customers
 - c. Total number customers that were unable to be reached (e.g. phone disconnected, no phone)
 - d. Total number of appointments made
- 5. Monthly reports are due the seventh (7) day of the month following the service month.

B. QUARTERLY

Provide a statistical report, by the seventh (7th) day of the month following the end of the quarter, indicating the number of outreach activities, EXHIBIT G which is hereby incorporated by reference and made a part hereof.

C. ANNUALLY

Contractor shall submit to County Program Monitor an annual report in 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 D, E, F and G
- D. Receipt of the reports is required in order to make payment to Contractor. County shall provide Contractor with the forms via email and/or hard copy.

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

Teresa Baker at BakerT@stancounty.com

and

Laura Ortega at OrtegaL@stancounty.com

III. 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.

IV. MEDI-CAL DATA PRIVACY AND SECURITY

- A. Contractor shall comply with the privacy and security safeguards in the titled Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services (DHCS) and the County of Stanislaus, Community Services Agency located at http://www.stanworks.com/other-services/pdf/medi-cal-data-privacy-and-security-agreement.pdf.
- B. Contractor shall comply with Stanislaus County Board of Supervisors approved Cloud Policy http://www.stancounty.com/bos/agenda/2012/20121016/B02.pdf, by ensuring that in the course of providing services under this Agreement, any access to confidential data and customer Personal Identifiable Information (PII) pertaining to persons and/or entities, including but not limited to customer name, address, social security number, date and place of birth, driver's license number, identification number or any other information that identifies the individual remains confidential and is protected.
- C. Contractor shall abide by the following Information Technology (IT) protocols and procedures:
 - Process, store and/or transmit PII information only in accordance with the Medi-Cal Data Privacy and Security Agreement specifications using a secure encryption protocol, and in accordance with the National Institute of Standards and Technology (NIST) suite of special publications.
 - 2. Obtain prior written approval from the Community Services Agency (CSA) IT Manager and the CSA Director thirty (30) days prior to:
 - a. Changing the methodology of storing, processing or transmitting customer PII and reports.
 - b. Using a cloud-based and/or file-sharing service to process, store or transmit customer PII.

- 3. Prior to the approval, provide the name and address of the cloud-based or file-sharing service provider, as well as a detailed description and documentation of the services' security features that demonstrate that the services meet the Medi-Cal Data Privacy and Security Agreement, the Social Security Administration TSSR 7.0.
- 4. PII data will not be processed, maintained, transmitted or stored in or by means of data communication channels, devices, computers or computer networks located in geographic or virtual areas not subject to United States law.

V. COMPENSATION:

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

- 1. The maximum amount of this Agreement for the period July 1, 2019, through June 30, 2020, shall not exceed \$162,708.
- 2. This is a cost reimbursement Agreement. The costs attendant to the provision of services are described in EXHIBIT C which is hereby incorporated by reference and made a part hereof.
- Contractor shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT C, or as the budget is thereafter amended or obligated.
- A. Contractor shall make no charge to the recipient and shall collect no share of cost.
- B. 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.
- C. Contractor agrees to sign and comply with the Assurance of Compliance Form.
- D. 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.
- E. 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.

F. Invoices:

1. For services provided in the months of July 2019 through April 2020, 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 2020 are as follows:

Invoices due dates and instructions for the service months of May and June will be emailed to Contractor in the month of April

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

2. Invoices shall be submitted to:

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

or

AccountsPayableTeam@stancounty.com

Accounts Payable Supervisor Phone: (209) 558-2217

- 3. Supporting documentation shall accompany each invoice: copies of signed 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. In addition, Contractor shall submit a monthly list of all participants in the contracted activities and include their full name, social security number and case number (if available).
 - 4. To ensure compliance with Federal and State regulations, County may require additional supporting documentation or clarification of claimed expenses as follows:
 - a. County Accounts Payable staff shall notify Contractor to obtain necessary additional documentation or clarification.
 - b. Contractor shall respond within seventy-two (72) hours with required additional documentation or clarification to avoid disallowances/partial payment of invoice.
 - c. All invoices containing expenses that need additional documentation or clarification not provided to County within seventy-two (72) hours of request shall have those expenses disallowed and only the allowed expenses shall be paid.
 - d. Contractor may resubmit disallowed expenses as a supplemental invoice only and must be accompanied by required documentation.

G. 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.

- 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 reimbursed for travel costs, including transportation, lodging and meals, provided the County has agreed in writing to reimburse the Contractor for such costs. Any reimbursement for travel costs shall be subject to and not exceed those amounts paid to the County's employees under the current Stanislaus County Travel Policy. 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.

EXHIBIT B

Insurance Required for Most Contracts

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability: 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 the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
- Workers' Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with

such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County. Notification of insurance cancellation to the County will be contractors' responsibility.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, 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 Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide claims-made coverage:

 The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

- 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

N/A Exempt from Auto - I will not utilize a vehicle in the perform	ance of my work with the County.
N/A Exempt from WC – I am exempt from providing workers' co	·
required under section 1861 and 3700 of the California Labor Code.	mponsation toverage as
l acknowledge the insurance requirements listed above.	
Print Name: Judy Kindle	Date: 4/34/19
Signature: Judy Lucale	Date: 4/34/19
Vendor Name Sierra Vista Child and Family Service	es
For CEO-Risk Management Division use only	
Exception:	
Approved by CEO-Risk Management Division: News Wars	Date:04/29/2019

Page 4

Insurance Requirements for Most Contracts 2019

SIERRA VISTA CHILD AND FAMILY SERVICES AGREEMENT TO PROVIDE CALFRESH OUTREACH AND ENROLLMENT SERVICES – AREA 4 JULY 1, 2019 THROUGH JUNE 30, 2020 AGREEMENT BUDGET

BUDGET CATEGORY	<u>TOTAL</u>
Personnel Services Salaries	\$ 84,760
Fringe Benefits (Invoice actual employer paid only)	\$ 20,342
Total Personnel	\$105,102
Operating Expenses	\$ 42,814
Indirect (10% of Personnel and Operating)	\$ 14,792
TOTAL COSTS	\$162,708

			HOW APPLICATION SUBMITTED		
DATE	NAME OF PRIMARY APPLICANT	SOCIAL SECURITY OF APPLICANT/CASE NUMBER	C4Yourself	Paper/Mail	
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CalFresh Monthly Application Report

Partner I	Name:				
REDETERM	INATIONS ASSISTED				
			HOW REDETERMINATION SUBMITTED		
DATE	NAME OF PRIMARY APPLICANT	SOCIAL SECURITY OF APPLICANT/CASE NUMBER		Paper/Mail	
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	terminations Assisted For The Month				
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CalFresh Redetermination Assisted

			HOW SAR 7 SUBMITTED		
DATE	NAME OF PRIMARY APPLICANT	SOCIAL SECURITY OF PRIMARY/CASE NUMBER	C4Yourself	Paper/Mai	
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CalFresh SAR 7 Report

07/2019 - 06/2020 Stanislaus County CalFresh Outreach Quarterly Report

		Prepared				
Date:	_	By:				
Agency:	_	Phone:				
	Email:					
	7/19 - 9/19	10/19 - 12/19	1/20 - 3/20	4/20 - 6/20	Total	
HOW MUCH DID WE DO?						
Number of events attended				·		
Number of applicants assisted						
Number of redeterminations assisted						
Number of individuals assisted/reached						
Number of individuals contacted for missing SAR 7s						
					-	
IS ANYONE BETTER OFF?						
Customer Stories (may need to attach a separate document)		·		····		
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WHAT WORKED WELL?						
(may need to attach a separate document)			_			
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WHAT NEEDS TO BE IMPROVED AND HOW?						
(may need to attach a separate document)						
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CalFresh Quarterly Report Form