



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-12

For the meeting of: January 17, 2017

Date: December 5, 2016

To: Board of Supervisors

From: Connie Beck, Director *CB*
Department of Health and Human Services-Social Services

Subject: Agreement with St. Joseph Hospital of Eureka to Assist with CalFresh Outreach and Support Activities

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approves the agreement with St. Joseph Hospital of Eureka to assist the Department of Health and Human Services (DHHS) increase utilization of CalFresh benefits by eligible households; and
2. Authorizes the Chair to execute two (2) originals of the agreement (Attachment 1); and
3. Directs the Clerk of the Board to route one (1) fully executed original of the agreement to the (DHHS)-Contract Unit for forwarding to DHHS-Social Services Administration. St. Joseph Hospital of Eureka has requested they only receive an electronic copy of the executed contract.

SOURCE OF FUNDING:

Social Services Fund 1160

Prepared by Leigh Pierre-Oetker

CAO Approval *Elisha*

REVIEW:

Auditor *MSM* County Counsel *hr* Personnel *WJ* Risk Manager *WJ* Other

TYPE OF ITEM:

- Consent
 Departmental
 Public Hearing
 Other

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Fennell* Seconded by Supervisor *Wilson*

Ayes *Fennell, Wilson, Sundberg, Bohn, Bass*

- Nays
 Abstain
 Absent

PREVIOUS ACTION/REFERRAL:

Board Order No. C-11, C-15

Meeting of: 11/14/14, 1/5/16

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: January 17, 2017

By: *Bole Elisha*

Kathy Hayes, Clerk of the Board

DISCUSSION:

St. Joseph Hospital of Eureka (SJH-Eureka) provides a wide range of healthcare services to all persons in need of medical care. Special attention is given to the most vulnerable populations through the Community Benefits Department by partnering with likeminded organizations in the community to improve the health status of indigent people living in Humboldt County. SJH-Eureka has partnered with the Department of Health and Human Services (DHHS) on CalFresh Outreach over the past several years by integrating CalFresh Outreach and application assistance into its Willow Creek, Blue Lake, Rio Dell and now its Loleta Community Resource Center site-all working in collaboration with the Humboldt Network of Family Resource Centers.

After seeing the success and benefits of adding community-based access points to CalFresh enrollment and navigation services, SJH-Eureka partnered directly with DHHS in 2010 to integrate CalFresh Outreach into the Eureka and Loleta Community Resource Centers (CRCs), Paso a Paso programs, and Healthy Kids Humboldt (HKH). The 2010 expansion allowed SJH-Eureka to increase its reach to include the working poor, the uninsured and underinsured, homeless individuals and families, low-income school-age children and their families, the Latino community, and pregnant non-English speaking women who are seeking prenatal care services at St. Joseph and Redwood Memorial Hospitals.

The Eureka Community Resource Center is located in St. Vincent de Paul's Dining Facility, where staff interact daily with hundreds of homeless individuals and families who frequent the dining facility's free lunch program.

Paso a Paso staff have the unique opportunity of working intimately with pregnant Latina women who seek out prenatal education, breast feeding support, and parenting classes through St. Joseph and Redwood Memorial Hospitals. HKH staff assists marginalized populations in gaining access to health insurance, CalFresh, WIC, earned income tax credit, and other resources in the community that will help them improve their quality of the life. The primary staff of Paso a Paso and HKH are recruited directly from the immigrant community so they are uniquely qualified to serve this population. Both SJH-Eureka and First 5 Humboldt support the staff with funding to receive specialized training in a variety of subject areas needed to maintain a quality program.

All of these programs continue to be well-respected and vital to the communities they serve and we have learned over the years that services and education is most effective with the indigent and non-English speaking populations when it is provided in a familiar setting and by individuals with whom they have built a trusted relationship.

The California Department of Social Services (CDSS) administers all United States Department of Agriculture (USDA) Supplemental Nutrition Assistance Program (SNAP) funds. Focusing on the important role SNAP plays in access to nutrition and the relation of nutrition to overall wellness, CDSS renamed and re-branded food stamps as CalFresh in California. Beyond the name and image changes, CDSS also made significant program changes to increase CalFresh use by reducing enrollment and retention barriers. Many low-income individuals and families continue to not be fully aware of and do not apply for CalFresh benefits. Many others are not aware of program changes that can make it easier for them to receive and continue CalFresh benefits.

USDA and CDSS have encouraged counties to work with community partners to help reach and inform community members who might be eligible for CalFresh benefits. Partnering with community based organizations is not only consistent with DHHS's general approach and strategic plan; it is key to DHHS'

goal of providing integrated, place-based and holistic services. This continuing work through outreach partnerships with community-based organizations has led to a significant increase in CalFresh enrollment within the county and throughout the state and nation.

Therefore, DHHS recommends that the Board approve and authorize the Chair to execute this agreement and direct the Clerk of the Board to return two executed copies of the agreement to the DHHS-Social Services Administration.

FINANCIAL IMPACT:

The approval of the agreement with SJH-Eureka for CalFresh outreach services in the amount of \$156,888 for the period of February 1, 2017 thru January 31, 2018 will reside in fund 1160, Budget Unit 511. There is sufficient appropriation to cover the anticipated FY 16-17 expenses (estimated to be \$65,370), the remainder of \$ 91,518 will be included in the proposed FY 17-18 budget. There will be no impact to the county's General Fund.

Approving this agreement supports the Board's Strategic Framework by creating opportunities for improved health and safety, and protecting vulnerable populations.

OTHER AGENCY INVOLVEMENT:

None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board can choose not to approve the agreement for the CalFresh Outreach and Support activities with St. Joseph Hospital of Eureka. This is not recommended as the Department of Health and Human Services asserts this funding is important to the goal of increasing CalFresh participation and thereby improving the health and economic stability of children, families and other individuals in Humboldt County.

ATTACHMENTS:

Attachment 1: Agreement with St. Joseph Hospital of Eureka (2 originals)

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
ST. JOSEPH HOSPITAL OF EUREKA**

This Agreement, entered into this 17 day of January, 2017, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and St. Joseph Hospital of Eureka, a California not for profit corporation, hereinafter referred to as "CONTRACTOR" is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Social Services ("DHHS – Social Services"), desires to retain the services of CONTRACTOR to provide increased utilization of the CalFresh benefit by eligible households and thereby improve the health and economic stability of families and individuals in Humboldt County; and

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

WHEREAS, CONTRACTOR has represented that it is qualified to perform such services.
NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR agrees to furnish the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference. In providing such services, CONTRACTOR agrees to fully cooperate with the DHHS – Social Services Director or designee thereof, hereinafter referred to as "Director."

2. TERM:

This Agreement shall begin on February 1, 2017 and shall remain in full force and effect until January 31, 2018, unless sooner terminated as provided herein.

3. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, CONTRACTOR fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY shall immediately provide CONTRACTOR with written notice specifying the nature of such material breach providing CONTRACTOR ten (10) day from the receipt of notice the opportunity to cure any such material breach. If CONTRACTOR is unable to cure the material breach during such period COUNTY may terminate this Agreement immediately, upon notice.
- B. Without Cause. This Agreement may be terminated by either party without cause upon thirty (30) days advance written notice to the other party. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated.

COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.

- D. Compensation Upon Termination. In the event of any termination of this Agreement, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owing to COUNTY resulting from a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is One Hundred Fifty-Six Thousand Eight Hundred Eighty-Eight Dollars (\$156,888.00). CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates/Invoice Schedule/Budget, which is attached hereto and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without mutual agreement in writing and signed by parties. All unauthorized costs and expenses incurred above the maximum dollar amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum dollar amount will be reached.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly or no less than quarterly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation as specified by, Director and the Humboldt County Auditor-Controller. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered and costs and expenses incurred will be made within thirty (30) days after the receipt of approved invoices. The required Invoice summary and itemized worksheet form is attached hereto as Attachment 1 to Exhibit B. All invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS – Social Services
Attention: Fiscal
507 F St.
Eureka CA 95501

6. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

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COUNTY: Humboldt County DHHS – Social Services
Attention: CalFresh Outreach
929 Koster St.
Eureka CA 95501

CONTRACTOR: St. Joseph Hospital of Eureka
Attention: Martha Shanahan
2700 Dolbeer Street
Eureka CA 95501

COPY TO: Santa Rosa Memorial Hospital
1165 Montgomery Drive
Santa Rosa, CA 95405
Attn: Regional Contracting Department

7. REPORTS:

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by local, state and/or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate. CONTRACTOR shall submit a final project report, including all expenditures within thirty (30) days of project completion or within thirty (30) days of termination of this Agreement.

8. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the services provided hereunder.

B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. CONTRACTOR hereby agrees to make all such records available during normal business hours, upon five (5) days' notice, to inspection, audit and reproduction by COUNTY and any duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.

C. Audit Costs. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirements shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CONTRACTOR agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, programs or procedures, at any time, as well as the overall operation of CONTRACTOR's programs, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR will cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by CONTRACTOR pursuant to the terms of this Agreement.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act (“CMIA”); the United States Health Information Technology for Economic and Clinical Health Act (“HITECH Act”); the United States Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that federal and state confidentiality laws are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws or regulations.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Nondiscriminatory Delivery of Social Services. In connection with the execution of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the administration of public assistance and social services programs. CONTRACTOR hereby assures that no person shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving local, state or federal financial assistance because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service or any other classifications protected by local, state or federal laws or regulations. COUNTY reserves the right to monitor the CONTRACTOR's provision of services in order to ensure compliance with the requirements of this section.
- B. Professional Services and Employment. In connection with the execution of this Agreement,

CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.

- C. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONTRACTOR certifies by its signature below that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

13. DRUG-FREE WORKPLACE:

By executing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, et seq.) and will provide a drug-free workplace by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:
1. The dangers of drug abuse in the workplace;
 2. CONTRACTOR's policy of maintaining a drug-free workplace;

3. Any available counseling, rehabilitation and employee assistance programs; and
 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:
1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
 2. Agree to abide by the terms of CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONTRACTOR may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONTRACTOR violates the certification by failing to carry out the above-referenced requirements.

14. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. Each party and its agents, officers, officials, employees and volunteers (the "Indemnifying Party") shall hold harmless, defend and indemnify the other party and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, and liabilities of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, the negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein.
- B. Effect of Insurance. Acceptance of insurance, if required by this Agreement, does not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to the duties and/or obligations contained pursuant to the terms and conditions of this Agreement regardless if any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by either party hereunder.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting indemnification obligations provided for herein, the parties shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Best's rating of no less than A: VII or its equivalent, which includes CONTRACTOR's ability to self-insure, against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:
1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an

amount of One Million Dollars (\$1,000,000.00) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.

2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insured's clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.

6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
Attn: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

CONTRACTOR: St. Joseph Hospital of Eureka
Attention: Martha Shanahan
2700 Dolbeer Street
Eureka CA 95501

COPY TO: Santa Rosa Memorial Hospital
1165 Montgomery Drive
Santa Rosa, CA 95405
Attn: Regional Contracting Department

16. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement by and between two (2) independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the services covered by this Agreement. CONTRACTOR further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

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18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations, or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

19. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy or procedure referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

20. PROTOCOLS:

Both parties recognize that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by Director and CONTRACTOR.

21. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

22. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. The parties acknowledge and agree that a name change of CONTRACTOR shall not require written consent from COUNTY. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by CONTRACTOR to obtain supplies, technical support or professional services.

23. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

24. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR which, in the judgment of COUNTY, were not expended in accordance with the terms of this Agreement.

25. NON-LIABILITY OF PARTY OFFICIALS AND EMPLOYEES:

No official or employee of either party shall be personally liable for any default or liability under this Agreement.

26. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

27. STANDARD OF PRACTICE:

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

28. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents and information for its records. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all information, writings and documents pertaining to the services provided hereunder to COUNTY without exception or reservation.

29. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

30. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to Director.

31. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided hereunder. Any and all subcontracts will be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security and confidentiality requirements provided herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

32. ATTORNEYS' FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

33. SURVIVAL:

The duties and obligations of the parties set forth in Section 3D – Compensation Upon Termination, Section 8 – Record Retention and Inspection, Section 10– Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this Agreement.

34. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

35. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

36. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

37. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

38. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

////

39. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized..

40. MEANINGFUL USE REGARDING FIXED ASSETS

All Grantors who acquire fixed assets pursuant to the terms of a DHHS agreement are responsible to ensure that the asset is used for a purpose consistent with the grant. DHHS must approve any changes in utilization of the asset. This term survives termination of the agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

CONTRACTOR:

By: Mich Riccioni
Mich Riccioni
Chief Financial Officer

Date: 11/29/16

By: David O'Brien
David O'Brien
President

Date: 4/29/16

COUNTY OF HUMBOLDT:

By: Virginia Bass
~~Mark Lovelace~~ Virginia Bass
Chair, Humboldt County Board of Supervisors

Date: 1/17/17

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Daniel J. Fuller
Risk Analyst

Date: 1/5/17

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates

EXHIBIT A
SCOPE OF SERVICES
ST. JOSEPH HOSPITAL OF EUREKA

Project Goal

To improve the overall health and wellbeing of low-income families, persons with limited literacy, the Latino community, homeless individuals, and families of school-aged children by increasing CalFresh enrollment and linking CalFresh to healthy eating and **budget-conscious** meal planning.

Objective 1 – Information Dissemination/Publications/Education: Provide the opportunity for low-income families and individuals to learn about CalFresh benefits, the application process, and the direct support available through St. Joseph Hospital of Eureka ("SJHE") programs.		
Activities	Position Responsible	Desired Outcomes
1	Project Site Coordinators	9500 potential viewers from foot traffic at ECRC, LCRC and Paso a Paso classes.
2	CalFresh Project Mgr. CalFresh Specialists	1000 packets assembled for distribution throughout contract year.
	All CalFresh Staff	3000 Grow with CalFresh stickers distributed.
3	Project Site Coordinators	Maintain a diverse and unique mixture of marketing outlets to target hard to reach populations.
4	CalFresh Project Mgr.	CalFresh materials reviewed and updated as necessary.
5	Supervisor Community Benefits w/ Marketing Director	A minimum of 160,000 readers receive published information about CalFresh during the contract year through a variety of media outlets.
	Supervisor Community Benefits w/ Marketing Director	
	Loleta Project Site Coordinator	
6	CalFresh Assistant	A minimum of 30 Spanish speaking individuals will receive CalFresh information in ELS classes.

7	7(a) Provide linguistically and culturally appropriate CalFresh education to pregnant Latino women and their families during the prenatal and parenting classes. 7(b) Purchase food and supplies needed for classes, food demonstrations and community events.	Paso a Paso Health Promotion Specialist Paso a Paso Coordinators	A minimum of 100 Spanish speaking expectant mothers will receive CalFresh information. Nutritious food available at classes and community events.
8	Provide CalFresh outreach and education at 4 community running events: Foggy Bottom, Atlanta Run, Fortuna Rodeo 5K, Waterfront Run. Excellent opportunity to reach spectators as they wait for runners. Bicycle Blender demonstrations at all events.	Paso a Paso Staff and CalFresh Assistant	A minimum of 200 individuals receive CalFresh Information and Education.

Objective 2 – Demonstrate healthy eating and budget friendly meal planning with the use of CalFresh benefits to pregnant Latino woman, the Latino community, and low-income families.

Activities	Position Responsible	Desired Outcomes
1 1(a) Provide field trips to the local farmers' markets in Eureka and Fortuna to educate Latino families about using CalFresh benefits at the farmers' market. 1(b) Promote "Grow Your Own Garden with CalFresh" and show field trip attendees how to purchase seeds and starts at the farmers' market.	Paso a Paso Coordinators and CalFresh Assistant	At a minimum, 2 farmers market field trips conducted during the contract period.
2 Conduct cooking demonstrations for pregnant Latina mothers enrolled in Paso a Paso Parenting Classes.	Paso a Paso Health Promotion Specialist	A minimum of 60 Latina expectant mothers learn to cook healthy meals.
3 Host community events for the Latino community to provide CalFresh outreach and demonstrate healthy meal planning and budgeting using CalFresh benefits. Utilize the Bicycle Blender, purchased with previous CalFresh funding.	All Paso a Paso and Healthy Kids Humboldt Staff	A minimum of 300 attendees (150 at each event) receive CalFresh outreach and enrollment information. CalFresh Information Packets distributed throughout the events.
4 4(a) Conduct gardening demonstrations for low-income families and their children to encourage healthy eating and the use of CalFresh to purchase seeds and starts. 4(b) Maintain and promote the Tool Sharing Program implemented with FY15 funding.	Garden Assistant Garden Assistant	A minimum of 25 individuals participate in gardening demonstrations throughout the contract year. Increase the number of low-income individuals participating in community gardening.
5 Conduct two community events to provide CalFresh outreach and promote the use of CalFresh benefits for	Loleta Community Resource Coordinator and CalFresh Assistant	A minimum of 150 low-income, Latino/Hispanic families attend Cinco de Mayo Celebration and Loleta Bike Rodeo.

	gardening, healthy eating and budget-conscience meal planning. - Distribute CalFresh Information Packet. - Utilize the Bicycle Blender to demonstrate nutritious smoothies.		
6	6(a) Conduct cooking demonstrations for the children in the After School Program to promote the adoption of healthy eating habits. 6(b) Send home to all parents of the children participating in the cooking demonstrations the recipes, recipe samples, and CalFresh Information after each cooking demonstration.	Loleta Community Resource Coordinator And CalFresh Assistant Loleta Community Resource Coordinator And CalFresh Assistant	A minimum of 35 children receive cooking instructions, healthy recipes, and recipe samples throughout the contract year. A minimum of 70 low-income parents will receive CalFresh Information Packets and healthy recipes with samples from the cooking demonstrations.
7	Conduct food demonstrations at the Loleta Food Bank distribution site to illustrate healthy meal planning with the items included in the Food for People commodity food box.	Loleta Community Resource Coordinator	A minimum of 240 low-income individuals & Latino families will receive healthy meal planning instruction linked to CalFresh. CalFresh Informational Packets distributed.
8	Utilize the Traveling Kitchen equipment – purchased with CalFresh funding in FY15 - to continue cooking and food demonstrations in both Loleta and Paso a Paso classes.	Loleta Community Resource Coordinator And Paso a Paso Health Promotion Specialist	Improved efficiency in cooking and food demonstrations.

Objective 3 – Enrollment Activities and Support: Continue direct CalFresh enrollment and retention assistance at the Community Resource Centers and through Paso a Paso and Healthy Kids Humboldt.

Task Description	Position Responsible	Desired Outcomes
1 Provide on-site, face-to-face CalFresh screening, enrollment, follow-up, and re-certification assistance at the Eureka and Loleta Community Resource Centers, Paso a Paso, and Healthy Kids Humboldt.	Eureka CRC Coordinator Loleta CRC Coordinators Paso a Paso CalFresh Specialist Healthy Kids Humboldt Outreach Workers	A minimum of the following numbers will be reached: <ul style="list-style-type: none"> • 1300 benefits presented • 140 paper application provided/assisted • 15 C-4 Yourself app. assist • 80 DHHS visit assist • 80 web site/ physical address issued • 170 Re-certifications
2 Conduct in-home assessments and CalFresh enrollment assistance with Spanish speaking clients who experience transportation issues or other access barriers. Staff will utilize the laptop and portable printer purchased with previous CalFresh funding.	CalFresh Assistant And Health Kids Humboldt Outreach Workers	At a minimum, 50 Spanish speaking households will receive in-home enrollment assistance.

Objective 4 – Project Management: Provide administrative oversight and staff support to maintain consistency, quality and timely implementation and coordination of CalFresh activities across all project sites, i.e., Eureka and Loleta Community Resource Centers, Paso a Paso, and Healthy Kids Humboldt.

Activities		Position Responsible	Desired Outcomes
1	Facilitate the execution of FY16-17 contract between SJHE and DHHS.	Area Director of Community Benefits	A fully executed MOU and contract within three months of submission.
2	Internally facilitate quarterly CalFresh staff meetings.	CalFresh Project Manager	A minimum of 4 meetings held during contract period.
3	Ensure key project staff attend CalFresh sponsored trainings and forums.	CalFresh Project Mgr. and Area Director of Community Benefits	Project staff informed and up-to-date on CalFresh program requirements.

Objective 4 – Project Management: Provide administrative oversight and staff support to maintain consistency, quality and timely implementation and coordination of CalFresh activities across all project sites, i.e., Eureka and Loleta Community Resource Centers, Paso a Paso, and Healthy Kids Humboldt.

Activities		Position Responsible	Desired Outcomes
4	Reduce communication barriers among Paso a Paso staff when facilitating CalFresh activities and assist with tracking, monitoring, reporting, and publishing CalFresh messaging to Latino Community.	Community Benefits Supervisor	Efficient and effective CalFresh project management within Paso a Paso.
5	Arrange CalFresh Assistant's schedule to include attending all events involving CalFresh outreach and education.	CalFresh Project Mgr.	CalFresh Assistant will attend at least 10 events during the contract year as well as CalFresh Task Force Meetings and CalFresh Forum.
6	6(a) Track and report progress toward stated objectives on a quarterly basis.	Project Site Coordinators	Required reports submitted on a timely manner to CalFresh Project Manager.
	6(b) Monitor CalFresh activities; maintain documentation; produce quarterly and final reports; and serve as the liaison to the County and CalFresh representatives.	CalFresh Project Mgr.	Progress reports submitted on time one month after each quarter-end for a total of 4 quarterly reports and 1 final outcome report submitted one month after FY15-16 contract period ends.

EXHIBIT B

SCHEDULE OF RATES/ INVOICE SCHEDULE/BUDGET

ST. JOSEPH HOSPITAL OF EUREKA

CONTRACTOR agrees that the total maximum compensation cap for services performed and costs incurred under this Agreement is One Hundred Fifty-Six Thousand Eight Hundred-Eighty Eight Dollars (\$156,888.00), and CONTRACTOR agrees to perform any services required by this Agreement for an amount not to exceed such maximum compensation cap.

All costs incurred above the maximum compensation cap will be the responsibility of the CONTRACTOR.

CONTRACTOR shall submit a final project report, including all expenditures within thirty (30) days of project completion or within thirty (30) days of termination of this Agreement.

CONTRACTOR will submit an itemized invoice summary and an itemized invoice worksheet, in the form of the itemized invoice summary and an itemized invoice, attached hereto as Attachment 1 to Exhibit B and incorporated as part of this Agreement.

The itemized invoice summary and itemized invoice worksheets due to the COUNTY, shall itemize costs for activities that are consistent with the services provided by CONTRACTOR as of the invoice date, described in Exhibit A, attached hereto and incorporated by reference.

Payment for services performed will be made within thirty (30) days after receipt of the invoice.

Any shift of funds to or from the personnel category must be approved in writing by COUNTY. CONTRACTOR may shift up to 20% of budgeted amounts between all other budget categories without prior written approval by COUNTY.

All work completed and costs for CalFresh access activities in Exhibit A Scope of Work, , shall be entered and identified for the corresponding activities in Exhibit A that were performed by CONTRACTOR during the invoice period.

All identification and supporting documents shall be kept by the CONTRACTOR for a period of five (5) years and made available to Department of Health and Human Services (DHHS) staff for the purposes of audit upon request.

Invoice Schedule:

Itemized Invoices are due one month after completion of the contract term. Quarterly Invoices are due one month after the end of each quarter. This year, all quarterly invoices will be based on DHHS fiscal year quarters. Fiscal year is from July 1st through June 30th.

The table below shows each fiscal year quarter and due dates. Contractors must submit quarterly invoices for each quarter in which the contract is active.

Quarter	Dates Included	Date Invoices Due to DHHS
1	July 1 through September 30	October 30
2	October 1 through December 31	January 31
3	January 1 through March 31	April 30
4	April 1 through June 30	July 31
Final invoice	Based on contract term	One month after term end

EXHIBIT B
Budget
St. Joseph Hospital of Eureka

<i>Descriptions</i>	<i>Amounts</i>
A. Personnel Costs	
Title: Area Director, Community Benefit Salary Calculation: 2 hrs/wk x hourly rate x 52 weeks + benefits @ 38% (\$1,502) Duties Description: <i>Admin oversight / budget management / general guidance</i>	\$5,454.00
Title: SJHE Communications Director Salary Calculation: 2 hrs/wk x hourly rate x 52 weeks + benefits @ 38% (\$1,502) Duties Description: <i>Prepare educational materials and print media advertisements</i>	\$5,454.00
Title: Supervisor, Community Benefits Salary Calculation: 4 hrs/wk x hourly rate x 52 weeks + benefits @ 38% (\$1,774) Duties Description: <i>Program supervision / staff support</i>	\$6,441.00
Title: CalFresh Project Manager & ECRC Coordinator Salary Calculation: 10 hrs/wk x hourly rate x 52 weeks + benefits @ 38% (\$4,434) Duties Description: <i>Data tracking & reporting/staff support/enrollment & recertification</i>	\$16,103.00
Title: Loleta CRC Coordinator Salary Calculation: 10 hrs/wk x hourly rate x 26 weeks (Jan-June 2017) + benefits @ 38% (\$2,217) Duties Description: <i>Activities oversight / CF outreach & education/ CF enrollment & recertification</i>	\$8,051.00
Title: Paso a Paso Coordinator/Instructor Salary Calculation: 4 hrs/wk x hourly rate x 52 weeks + benefits @ 38% (\$1,773) Duties Description: <i>CF Activities oversight / CF enrollment & recertification</i>	\$6,441.00
Title: Paso a Paso CalFresh Specialist Salary Calculation: 15 hrs/wk x hourly rate x 52 weeks + benefits @ 38% (\$5,818) Duties Description: <i>CalFresh Outreach & education / enrollment / re-certification</i>	\$21,130.00
Title: Paso a Paso Health Promotion Specialists (2 positions) Salary Calculation: 4 hrs/wk ea x hourly rate ea x 52 weeks x 2 + benefits @ 38% (\$3,103) Duties Description: <i>CalFresh Outreach & Education / Classroom Instructors</i>	\$11,269.00
Title: Healthy Kids Humboldt Outreach Worker (2 positions) Salary Calculation: 6 hrs/wk ea x hourly rate ea x 52 weeks x 2 + benefits @ 38% (\$4,655) Duties Description: <i>CalFresh outreach & education / CF enrollment & re-certification</i>	\$16,904.00
Total Personnel Costs:	\$97,247.00
B. Operational Costs	
Title: CalFresh Assistant – Contractor (25 hrs/wk x \$18/hr x 52 weeks) Description: <i>CalFresh Outreach & Education / CF enrollment & re-certification</i>	\$23,400.00
Title: Garden Assistant – Contractor (30 hrs/mth x \$16/hr x 6 mths: Jan-June 2017) Description: <i>CalFresh outreach at community garden & gardening & healthy eating education</i>	\$2,880.00
Title: Equipment – Children’s bicycle blender (Bike \$120; Bike Stand & Blender \$1,080) Description: <i>Bicycle blender designed & fitted for children to demonstrate healthy eating and exercise</i>	\$1,200.00
Title: Marketing & Promotion / Print Media Description: <i>Promote CalFresh events and activities throughout contract year</i>	\$3,800.00
Title: Office Supplies Description: <i>Fliers, posters, displays, CalFresh Info Packets</i>	\$2,500.00
Title: Overhead Allocation Description: <i>8% of total direct costs</i>	\$11,621.00
Total Operational Costs:	\$45,401.00
C. Consumables/Supplies	
Title: Community event and classroom supplies Description: <i>Food and paper supplies</i>	\$9,660.00
Title: Educational giveaways Description: <i>Grow with CalFresh stickers, timers, cookbooks, pedometers</i>	\$3,500.00
Total Consumable/Supplies:	\$13,160.00

D. Transportation/Travel	
Title: Mileage	
Description: Garden & CalFresh Assistant mileage (166 miles / mth x 12 mths/ x IRS rate 54 cents per mile)	\$1,080.00
Total Transportation/Travel:	\$1,080.00
Total :	\$156,888.00

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

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

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

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

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

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

EXHIBIT B

Attachment 1 to Exhibit B - **(Program/Service)**- Invoice Summary

Contractor Name Coordinator/Contact Address Phone
--

Invoice Date: _____

Contract Term: _____

Invoice Type: **Quarterly** _____

Invoice Period: _____

Description	Cost	Total Amount Due
Personnel Costs (Wages and Benefits)	\$0.00	
Operational Costs (Rent, Utilities, Phones, etc.)	\$0.00	
Consumables/Supplies (Supplies and Consumables should be separate)	\$0.00	
Transportation/Travel (Local and out of county should be separate)	\$0.00	
Other (Indirect Costs, Contracts, etc.)	\$0.00	
		\$0.00

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the expenditures are in accordance with the approved Agreement cited for services provided under the provision of that agreement. Full justification and backup records for the expenditures are maintained in our office at the address indicated.

Signature and date: _____

Print Name and Title: _____

Send invoice to:

COUNTY OF HUMBOLDT
 DHHS, Financial Service Division
 507 F Street, CB Unit
 Eureka Ca 95501
Attn: Social Services Finance



 Program Coordinator Date

 Fiscal Coordinator Date

 Budget Unit/line:

(707) 441-5424 • Fax: (707) 441-5590

Attachment 1 to Exhibit B
Program/Services
Itemized Invoice Worksheet
 Contractor Name _____

Invoice Date: _____

Contract Term: 7/1/16 - 6/30/17

Invoice Type: Quarterly _____

Invoice Period: _____

Descriptions	Amounts	Approved Budget	Remaining Balance
A. Personnel Costs			
Title: Salary and Benefits Calculation:			0.00
Duties Description:			
Title: Salary and Benefits Calculation:			0
Duties Description:			
Title: Salary and Benefits Calculation:			0
Duties Description:			
Title: Salary and Benefits Calculation:			0
Duties Description:			
Title: Salary and Benefits Calculation:			0
Duties Description:			
Title: Salary and Benefits Calculation:			0
Duties Description:			
Total Personnel:			0.00
		0.00	0.00

Descriptions	Amounts	Approved Budget	Remaining Balance
B. Operational Costs (Rent, Utilities, Phones, etc.)			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Total Operating Costs:		0	0 0

C. Consumables/Supplies (Supplies and Consumables should be separate)			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Total Consumable/Supplies:		0	0 0

Descriptions	Amounts	Approved Budget	Remaining Balance
D. Transportation/Travel (Local and Out-of-County should be separate)			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Total Transportation/Travel Costs:		0	0 0
E. Other Costs (Indirect Costs, Contracts, etc.)			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Total Other Costs:		0	0 0
Invoice Total:		0.00	

Any shift of funds to or from the personnel category must be approved in writing by County. CONTRACTOR may shift up to 20% of budgeted amounts between all other categories without written approval by COUNTY. Indirect Costs are not allowed to exceed 10% of the total modified total costs, per OMB Federal Guidance.

Guidelines for using the Invoice Summary and Itemized Costs Worksheet templates

In an effort to help the invoicing process be as simplified as possible DHHS Financial Services has provided the attached invoice summary and itemized invoice worksheet. These documents are also available electronically and will self populate from the worksheet to the invoice. In addition below we have provided a few reminders.

- * Contractors are required to use the Invoice Summary and Itemized Worksheet. Please note these documents are available electronically in excel and pdf.
- * Be sure to sign the invoice. Electronic submissions still need signatures.
- * Invoice Summary and Itemized Worksheet must be submitted based on the Invoice Schedule below.
- * Invoices may be submitted electronically to labbott@co.humboldt.ca.us
- * Indirect costs shall not exceed 10% of the total modified total costs, per OMB Federal Guidance. Back up documentation such as; Staff time documentation, receipts, bills or invoices, are required upon submission of the Invoice Summary and Itemized Worksheet, as well as accessible upon request. Please be sure to keep them.
- * Budget changes must be discussed with the Director of Social Services or designee. Changes smaller than 20% of the total budget do not require prior written approval from DHHS. Any shifts in the total amount of the personnel category must be approved by DHHS.

- * Should you have any questions regarding the invoice summary and/or itemize invoice worksheet please feel free to contact Leslie Abbott at 707-441-5421 or e-mail at labbott@co.humboldt.ca.us

* **Invoice Schedule**

Quarter	Dates Included	Date Invoices Due to DHHS
1	July 1 through September 30	30-Oct
2	October 1 through December 31	31-Jan
3	January 1 through March 31	30-Apr
4	April 1 through June 30	31-Jul
Final invoice	Based on contract term	One month after term end



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/27/2016

Page 1 of 1

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Management (Bermuda) Limited Wellesley House 2nd Flr., 90 Pitts Bay Rd Pembroke Bermuda, HM 08	CONTACT NAME:	PHONE (A/C NO, EXT): 877-945-7378	FAX (A/C NO): 888-467-2378
	E-MAIL ADDRESS: certificates@willis.com	INSURER(S) AFFORDING COVERAGE	
INSURED St. Joseph Hospital of Eureka 2700 Dolbeer Street Eureka, CA 95501 JUL 0,5 2016 PERSONNEL DEPT.	INSURER A: American Unity Group Limited	NAIC # C0929-001	
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 24505398** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		UNICGL1601032	6/30/2016	6/30/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Hospital Professional Liability			UNICGL1601032	6/30/2016	6/30/2017	\$5,000,000 Each Occ \$5,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Agreement for services with the County of Humboldt to provide CalFresh Outreach access.
 The County, its officers, officials, employees and volunteers are included as Additional Insureds as respects to General Liability, but solely in regards to work being performed by or on behalf of the Named Insured, when required by written contract'
 General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds.

CERTIFICATE HOLDER County of Humboldt, Dept. of Health & Human Services-Social Services Attn: Risk Management 825 5th Street, Room 131 Eureka, CA 95501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/17/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sanford & Tatum Insurance Agency 6303 Indiana Ave. P.O. Box 64790 Lubbock TX 79464	CONTACT NAME: Tammy Dippel PHONE (A/C No. Ext): (806) 792-5564	FAX (A/C No.): (806) 792-9344
	E-MAIL ADDRESS: dippelt@sanfordtatum.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Liberty Mutual		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 16-17 St Joe Eureka** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			AS2-691-465932-036	6/30/2016	6/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Hired Physical Damage \$65,000.00			AS2-691-465932-036	6/30/2016	6/30/2017	\$1,000.00 Deductible Comprehensive \$1,000.00 Deductible Collision

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Humbolt County Dept. of Health & Human Services Beverly Morgan Lewis 929 Koster Street Eureka, CA 95501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Diannah Tatum/JRW <i>Diannah Tatum</i>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/27/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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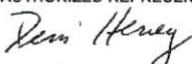
PRODUCER Willis Insurance Services of California, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): (877) 945-7378 E-MAIL ADDRESS: certificates@willis.com		FAX (A/C, No): (888) 467-2378
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED St. Joseph Hospital of Eureka Redwood Memorial Hospital 2700 Dolbeer Street Eureka, CA 95501	INSURER A : Safety National Casualty Corporation		15105
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	X LDS4052992	05/31/2016	05/31/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Agreement for services with the County of Humboldt to provide CalFresh Outreach access. Waiver of Subrogation applies in favor of Certificate Holder with respects to Workers Compensation as permitted by law.

CERTIFICATE HOLDER County of Humboldt , Dept. of Health & Human Attn: Risk Management 825 5th Street, Room 131 Eureka, CA 95501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ENDORSEMENT #10

ADDITIONAL INSURED ENDORSEMENT FOR COMMERCIAL GENERAL LIABILITY POLICY

Insurance Company: American Unity Group, Ltd.

Where required by contract, this endorsement modifies such insurance as is afforded by the provisions of Policy # UNI-CGL-16-01-032 (1-14601-00-14) relating to the following:

1. The Certificate Holder, its elected or appointed officials, officers, employees, agents, representatives and volunteers are named as additional insureds ("additional insureds") with regard to liability and defense of suits arising from the operations and uses performed by or on behalf of the named insured.
2. With respect to claims arising out of the operations and uses performed by or on behalf of the named insured, such insurance as is afforded by this policy is primary and is not additional to or contributing with any other insurance carried by or for the benefit of the additional insureds.
3. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. This inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. With respect to the additional insureds, this insurance shall not be cancelled, or materially reduced in coverage or limits except thirty (30) days written notice has been given to the Certificate Holder.
5. Waive all rights of subrogation against the certificate holder, its elected or appointed officials, officers, employees, agents, representatives and volunteers when acting within the scope of their appointment or employment.

(Completion of the following, including countersignature, is required to make this endorsement effective).

Effective 06/30/16 to 06/30/17, this endorsement forms as part of

Policy# UNI-CGL-16-01-032 (1-14601-00-14)

Countersigned by _____


Authorized Representative