



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C12

For the meeting of: February 13, 2018

Date: January 26, 2018
To: Board of Supervisors
From: Connie Beck, Director
Department of Health and Human Services

*Connie Beck
1/26/18*

Subject: Request to Approve the Agreement with St. Joseph Health for CalFresh Outreach and Support Activities

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approves the agreement with St. Joseph Health to assist the Department of Health and Human Services (DHHS) in increasing utilization of CalFresh benefits by eligible households; and
2. Authorizes the Chair of the Board to execute two (2) originals of the agreements (Attachment 1); and
3. Directs the Clerk of the Board to route two (2) fully executed original of the agreement to the DHHS - Contract Unit for forwarding to DHHS - Social Services Administration and Contractor.

SOURCE OF FUNDING:
Social Services Fund

Prepared by Haley Schandelmier AAll

CAO Approval

REVIEW: Auditor MSM County Counsel JBB Human Resources KTB Other [Signature]

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other

PREVIOUS ACTION/REFERRAL:

Board Order No. C-11, C-15, C-12

Meeting of: 11/14/14, 1/5/16, 1/17/17

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor Bass Seconded by Supervisor Fennell
Ayes Bass, Fennell, Sundberg, John, Wilson
Nays
Abstain
Absent

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

Dated: 2/13/18
By: [Signature]
Kathy Hayes, Clerk of the Board

DISCUSSION:

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.

The 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. St. Joseph Health began partnering with DHHS in 2010 to integrate CalFresh Outreach into the Eureka and Loleta Community Resource Centers (CRCs), the Paso a Paso programs, and Healthy Kids Humboldt (HKH) Program. This ongoing partnership with DHHS has allowed St. Joseph Health 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.

Paso a Paso staff in particular have the opportunity to work directly with pregnant Latina women seeking prenatal education, breast feeding support, and parenting classes through St. Joseph and Redwood Memorial Hospitals. HKH staff works with marginalized populations to help direct them to CalFresh 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. St. Joseph Health supports the staff of the above mentioned programs with specialized training in a variety of subject areas required to maintain quality programs. The programs continue to be well-respected and vital to the communities they serve.

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 for the CalFresh Outreach and Support activities with St. Joseph Health.

Due to systemic delays outside the ability of St. Joseph Health or Social Services staff to change, this CalFresh Outreach Agreement was delayed in appearing before your Board before the contract start date of February 01, 2018.

FINANCIAL IMPACT:

The agreement with St. Joseph Health for CalFresh Outreach services in the amount of \$163,935.00 for the period of February 1, 2018 thru January 31, 2019 will be fund 1160, Budget Unit 511. There is sufficient appropriation to cover the anticipated Fiscal Year (FY) 2017-18 expenses (estimated to be \$68,306.25), the remainder of \$95,628.75 will be included in the proposed FY 2018-19 budget. There will be no impact to the county 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 Health. This is not recommended as this funding is an important step towards DHHS's goal of increasing CalFresh participation and thereby improving the health and economic stability of children, families and other individuals residing 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 HEALTH**

This Agreement, entered into this 13th day of February, 2018, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and St. Joseph Health, a California, not-for-profit entity 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, 2018 and shall remain in full force and effect until January 31, 2019 unless sooner terminated as provided herein.

3. TERMINATION:

A. Breach of Contract. COUNTY may terminate this Agreement in the event that CONTRACTOR materially defaults in performing any of its duties or obligations hereunder, or violates any ordinance, regulation or other law applicable to its performance herein, and such default or violation continues un-remedied for a period of ten (10) days following written notice thereof.

B. Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice to CONTRACTOR. 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 thirty (30) 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 Sixty-Three Thousand Nine Hundred Thirty-Five Dollars (\$163,935.00). 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 written authorization by COUNTY. 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 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: Financial Services
507 F Street
Eureka, California 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.

COUNTY: Humboldt County DHHS – Social Services
Attention: CalFresh Outreach

929 Koster Street
Eureka, California 95501

CONTRACTOR: St. Joseph Health
Attention: Martha Shanahan
2700 Dolbeer Street
Eureka, California 95501

AND

Santa Rosa Memorial Hospital
Attention: Reginal Contracting Department
1165 Montgomery Drive
Santa Rosa, California 95405

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 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 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 the insurance required by this Agreement shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR's performance hereunder, regardless of whether 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 CONTRACTOR 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 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 CONTRACTOR's indemnification obligations provided for herein, CONTRACTOR 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 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 Two Million Dollars (\$2,000,000.00) 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
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

CONTRACTOR: St. Joseph Health
Attention: Martha Shanahan
2700 Dolbeer Street
Eureka, California 95501

AND

Santa Rosa Memorial Hospital
Attention: Regional Contracting Department
1165 Montgomery Drive
Santa Rosa, California 95405

16. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities 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.

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 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.

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 3(D) – 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 and subsections of 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.

[Signatures on Following Page]

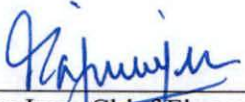
IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

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.

ST. JOSEPH HEALTH:

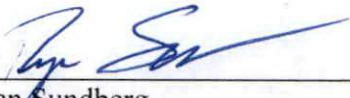
By: 
Raju Iyer, Chief Financial Officer

Date: 1/9/2018

By: 
David Southerland, Chief Operating Officer
INTERIM CHIEF EXECUTIVE

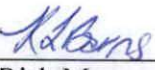
Date: 1/19/2018

COUNTY OF HUMBOLDT:

By: 
Ryan Sundberg
Chair of the Board

Date: 2/13/18

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 1/31/18

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates/ Invoice Schedule/ Budget

EXHIBIT B

SCHEDULE OF RATES/ INVOICE SCHEDULE/BUDGET

St. Joseph Health

CONTRACTOR agrees that the total maximum compensation cap for services performed and costs incurred under this Agreement is One Hundred Sixty Three Thousand Nine Hundred Thirty Five Dollars (\$163,935.00), 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. Under no circumstances shall the maximum compensation cap exceed the amount of One Hundred Sixty Three Thousand Nine Hundred Thirty Five Dollars (\$163,935.00).

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 itemized invoice worksheet to the COUNTY quarterly, (See invoice schedule below) commencing upon final execution of Agreement by COUNTY.

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 approved 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 31
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 Health

Descriptions here

Amounts Here

Descriptions here	Amounts Here
A. Personnel Costs	
Title: Area Director, Community Benefit Duties Description: <i>Admin oversight / budget management / general guidance</i>	\$6,028.00
Title: SJH-HC Communications Director Duties Description: <i>Prepare educational materials and print media advertisements</i>	\$6,028.00
Title: Supervisor, Community Benefits Duties Description: <i>Program supervision / staff support</i>	\$8,611.00
Title: CalFresh Project Manager & ECRC Coordinator Duties Description: <i>Data tracking & reporting/staff support/ enrollment & recertification</i>	\$18,658.00
Title: Paso a Paso Coordinator/Instructor Duties Description: <i>CF Activities oversight / CF enrollment & recertification</i>	\$7,463.00
Title: Paso a Paso CalFresh Specialist Duties Description: <i>CalFresh outreach & education / enrollment / re-certification</i>	\$22,604.00
Title: Paso a Paso Health Promotion Specialists (2 positions) Duties Description: <i>CalFresh Outreach & Education / Classroom Instructors</i>	\$12,056.00
Title: Healthy Kids Humboldt Outreach Worker (2 positions) Duties Description: <i>CalFresh outreach & education / CF enrollment & re-certification</i>	\$18,084.00
Total Personnel Costs:	\$99,532.00
B. Operational Costs	
Title: CalFresh Assistant – Contractor Description: <i>CalFresh Outreach & Education / CF enrollment & re-certification</i>	\$26,000.00
Title: Equipment Maintenance Description: <i>Bicycle and bicycle blender maintenance and annual tune-up</i>	\$500.00
Title: Marketing & Promotion / Print Media Description: <i>Promote CalFresh events and activities throughout contract year</i>	\$4,000.00
Title: Office Supplies Description: <i>Fliers, posters, displays, CalFresh Info Packets, general communications</i>	\$4,000.00
Total Operational Costs:	\$34,500.00
C. Consumables/Supplies	
Title: Community event and classroom supplies Description: <i>Food and paper supplies</i>	\$8,000.00
Title: Educational giveaways Description: <i>Grow with CalFresh stickers, timers, cookbooks, pedometers, jump ropes</i>	\$6,000.00
Total Consumable/Supplies:	\$14,000.00
D. Transportation/Travel	
Title: Mileage Description: <i>CF Assist & staff mileage (155 miles/mth x 12 mth/x IRS rate 54 cents per mile)</i>	\$1,000.00
Total Transportation/Travel:	\$1,000.00
E. Other Costs	
Title: Overhead Allocation Description: <i>10 % of Total Direct Costs</i>	\$14,903.00
Total Other Costs:	\$14,903.00
Total :	\$163,935.00

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, 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 A
SCOPE OF SERVICES
St. Joseph Health

CONTRACTOR, with CalFresh funding, will assist the Department of Health and Human Services (DHHS) increase participation in the CalFresh program by eligible households and thereby improve the health and economic stability of families and individuals in Humboldt County.

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 SJH-HC programs.		
Activities	Position Responsible	Desired Outcomes
1	Project Site Coordinators	9500 potential viewers from foot traffic at ECRC, HKH office and Paso a Paso classes.
2	CalFresh Specialists All CalFresh Staff	1000 packets assembled for distribution throughout contract year. 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 Assistant	CalFresh materials reviewed and updated as necessary.
5	CalFresh Project Mgr.	A minimum of 150,000 readers receive published information about CalFresh during the contract year through a variety of media outlets.
6	CalFresh Assistant	A minimum of 30 Spanish speaking individuals will receive CalFresh information in ESL classes.
7	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, and Waterfront Run. Excellent opportunity to reach spectators as they wait for runners. Rethink Your Drink information distributed at CalFresh information booth.	Paso a Paso Staff and CalFresh Assistant	A minimum of 200 individuals receive CalFresh Information and Education.
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Objective 2 – Enrollment Activities and Support: Continue direct CalFresh enrollment and retention assistance at the Eureka Community Resource Center 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 Community Resource Centers, Paso a Paso, and Healthy Kids Humboldt.	Eureka CRC Coordinator Paso a Paso CalFresh Specialist Healthy Kids Humboldt Outreach Workers	A minimum of the following numbers be reached: <ul style="list-style-type: none"> • 1500 benefits presented • 40 paper application provided/assisted • 15 C-4 Yourself app. assist • 15 DHHS visit assist
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.	Healthy Kids Humboldt Outreach Workers	At a minimum, 50 Spanish speaking households will receive in-home enrollment assistance.

Objective 3 – 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 CalFresh Assistant Healthy Kids Humboldt	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. Utilize traveling kitchen equipment purchased with previous CalFresh funds.	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.	Paso a Paso Healthy Kids Humboldt CalFresh Assistant	A minimum of 300 attendees (150 at each event) receive CalFresh outreach and enrollment information. CalFresh Information Packets distributed throughout the events.

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 Community Resource Centers, Paso a Paso, and Healthy Kids Humboldt.

Activities	Position Responsible	Desired Outcomes	
1	Facilitate the execution of FY17-18 contract between SJH-HC 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.
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. 6(b) Monitor CalFresh activities; maintain documentation; produce quarterly and final reports; and serve as the liaison to the County and CalFresh representatives.	Project Site Coordinators CalFresh Project Mgr.	Required reports submitted on a timely manner to CalFresh Project Manager. 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 FY17-18 contract period ends.

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific instructions on page 2.	Name (as shown on your income tax return) ST JOSEPH HOSPITAL - EUREKA	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) 2700 DOLBEER STREET	Requester's name and address (optional)
	City, state, and ZIP code EUREKA, CA 95501	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] [] - [] [] [] []	
Employer identification number	
9 4 - 1 1 5 6 5 9 6	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *[Handwritten Signature]* Date ▶ *5/20/14*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/22/2017

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 E-MAIL ADDRESS: dippelt@sanfordtatum.com		FAX (A/C, No): (806) 792-9344
	INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Fire Insurance		NAIC # 23035
INSURED St Joseph Hospital of Eureka 2700 Dolbear St Eureka CA 95501	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 17-18 St Jo 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"/> PRO-JECT <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			AS2-691-465932-037	6/30/2017	6/30/2018	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 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		N/A				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Hired Physical Damage \$65,000.00			AS2-691-465932-037	6/30/2017	6/30/2018	\$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)

Additional Insured: the County, its officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of Insured, when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

County of Humboldt, Dept. of Health & Human Service-Social Services Risk Management 825 5th Street, Room 131 Eureka, CA 95501	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)
05/31/2017

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 have ADDITIONAL INSURED provisions or 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 Insurance Services of California, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL: certificates@willis.com ADDRESS: <div style="display: flex; justify-content: space-between;"> INSURER(S) AFFORDING COVERAGE NAIC # </div> INSURER A: Safety National Casualty Corporation 15105 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED St. Joseph Hospital of Eureka Redwood Memorial Hospital 2700 Dolbeer Street Eureka, CA 95501 USA	

COVERAGES **CERTIFICATE NUMBER: W2442216** **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"/> PROJECT <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"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						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	N/A	Y	IDS4052992	05/31/2017 05/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000

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
Dem' Henry



CERTIFICATE OF LIABILITY INSURANCE Page 1 of 1

DATE (MM/DD/YYYY)
06/15/2017

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 have **ADDITIONAL INSURED** provisions or 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 INSURER A: American Unity Group Limited NAIC#: C0929-001 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED St. Joseph Hospital of Eureka 2700 Dolbeer Street Eureka, CA 95501	

COVERAGES **CERTIFICATE NUMBER: 25523052** **REVISION NUMBER:**

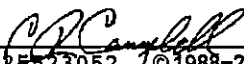
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE 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 NSD	SUBR W/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY 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		UNICGL1701033	6/30/2017	6/30/2018	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"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY
	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 <input type="checkbox"/>	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			UNICGL1701033	6/30/2017	6/30/2018	\$5,000,000 \$5,000,000 Each Occurrence 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 
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