



AGENDA ITEM NO.
C-11

COUNTY OF HUMBOLDT

For the meeting of: November 14, 2014

Date: October 17, 2014

To: Board of Supervisors

From: Phillip R. Crandall, Director *Handwritten signature for Phillip R. Crandall*
Department of Health and Human Services-Social Services

Subject: Approve Agreement with St. Joseph Health to assist with CalFresh Outreach and support activities

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve Agreement with St. Joseph Health to assist the Department of Health and Human Services (DHHS) to increase utilization of CalFresh benefits by eligible households; and
2. Authorize the Chair to execute three (3) originals of the Agreement (Attachment 1); and
3. Authorize the Department of Health and Human Services (DHHS) – Director of Social Services to sign any future amendments to this Agreement that do not increase the annual maximum amount; and
4. Direct the Clerk of the Board to route two (2) fully executed originals of the Agreement to the DHHS-Contract Unit for forwarding to DHHS - Social Services Administration.

SOURCE OF FUNDING:

Social Services Fund 1160

Prepared by Mandy Gentle

CAO Approval *Amy Rosen*

REVIEW:	Auditor <i>MSM</i>	County Counsel <i>BA</i>	Personnel	Risk Manager <i>W.D.</i>	Other
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TYPE OF ITEM:

Consent

Departmental

Public Hearing

Other

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

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

Ayes *Sundberg, Lovelace, Bohn, Bass, Fennell*

Nays

Abstain

Absent

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

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

Dated: *November 14, 2014*

By: *Kathy Hayes*

Kathy Hayes, Clerk of the Board

DISCUSSION:

St. Joseph Health-Humboldt County (SJH-HC) 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-HC 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 and Rio Dell Community Resource Centers 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-HC 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. The 2010 expansion allowed SJH-HC 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.

All of these programs are well establish in 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 Eureka Community Resource Center is located in St. Vincent de Pauls' Dining Facility, where staff interact daily with hundreds of homeless individuals and families who frequent the Dining Facility's free lunch program. The Loleta Community Resource Center is located within the Loleta Union Elementary School and serves a large percentage of low-income families and their children. The bi-lingual staff is key in providing linguistically and culturally appropriate outreach and education services. Paso a Paso staff have the unique opportunity of working intimately with pregnant Latino women who seek out prenatal education, breast feeding support, and parenting classes through St. Joseph and Redwood Memorial Hospitals. Healthy Kids Humboldt (HKH) staff assists marginalized populations gain 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 Healthy Kids Humboldt are recruited directly from the immigrant community so they are uniquely qualified to serve this population. Both SJH-HC 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.

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 originals of the Agreement to the DHHS-Social Services Administration.

FINANCIAL IMPACT:

The costs associated with the St. Joseph Health Agreement have been budgeted in the approved County Budget for Fiscal Year 2014-15, in Fund 1160, Budget Unit 511 and the remaining portion will be included in the proposed County Budget for Fiscal Year 2015-16. 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 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 Health (3 originals)

AGREEMENT FOR SERVICES

This Agreement is made and entered into this 14 day of November, 2014, by and between the County of Humboldt (COUNTY), a political subdivision of the State of California, and St. Joseph Health, St. Joseph Hospital (hereinafter, CONTRACTOR) a Not for Profit Corporation.

RECITALS

WHEREAS, COUNTY through the Department of Health and Human Services (DHHS) desires 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, CONTRACTOR offers these services; and

WHEREAS, COUNTY wishes to obtain services from CONTRACTOR on behalf of itself and/or clients.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF WORK

CONTRACTOR agrees to provide services described in Exhibit A, consisting of five (5) pages, which is attached hereto and incorporated by reference. Said exhibit describes the services to be performed by CONTRACTOR under this Agreement.

2. TERM

This Agreement shall commence on November 1, 2014 through October 31, 2015.

3. COMPENSATION

CONTRACTOR agrees that the total maximum compensation cap for services performed and costs incurred under this Agreement is One

Hundred Fifty One Thousand Five Hundred Seventy Eight Dollars (\$151,578.00), 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.

4. PAYMENT

CONTRACTOR will submit an itemized invoice to the COUNTY monthly or less often, commencing upon final execution of Agreement by COUNTY. 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.

The itemized invoices 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 references. Payment for services performed will be made within thirty (30) days after receipt of the invoice. A sample itemized invoice form is attached hereto as page 3 of Exhibit B.

5. BOOK OF RECORD AND AUDIT PROVISIONS:

A. CONTRACTOR agrees to coordinate with COUNTY in the performance of this Agreement, timely preparation and maintenance of accurate and complete financial and performance records for a minimum of five (5) years from the date of final payment under this Agreement or until all pending county, state,

and federal audits are completed, whichever is later. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work. In addition CONTRACTOR shall maintain detailed payroll records. CONTRACTOR agrees to maintain such records locally and make them available for inspection by county, state and federal representatives, during normal business hours, upon five (5) working days notice.

- B. CONTRACTOR will permit county, state and/or federal government to audit all books, accounts or records relating to this Agreement for the purpose of compliance with applicable audit requirements relative to this Agreement. CONTRACTOR shall provide the county, state or federal governments with any relevant information required and shall permit access to its premises, during normal business hours, upon five (5) days notice.
- C. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency and for the cost of the audit. If CONTRACTOR is the party responsible for the deficiency, the cost of the audit and the deficiency shall be paid by CONTRACTOR within thirty (30) days of notice.
- D. CONTRACTOR'S rights and obligations under this provision shall continue after termination of the Agreement.

6. REPORTING:

CONTRACTOR agrees to provide COUNTY with any reports that may be required by county, State or Federal agencies for compliance with this Agreement.

7. MONITORING:

CONTRACTOR agrees to extend to DHHS Director or designees, the right to review and monitor records, programs or procedures, at any time, in regards to clients, as well as the overall operation of CONTRACTOR'S programs in order to ensure compliance with the terms and conditions of this Agreement.

8. RESTRICTIONS, LIMITATIONS OR CONDITIONS

This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the federal and/or state governments that may affect the provisions, terms or funding of this Agreement.

9. INSURANCE

A. This contract/agreement shall not be executed by COUNTY and the CONTRACTOR is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.

B. Without limiting CONTRACTOR'S indemnification provided herein, CONTRACTOR shall, and shall require any of its subcontractors to, take out and maintain, throughout the period of this Agreement, the

following policies of insurance placed with insurers with a current A.M. Bests rating of no less than A:VII, or its equivalent, against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of CONTRACTOR, its agents, employees 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) per occurrence for any one incident, including, personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.
2. Automobile/Motor liability Insurance with a limit of liability of not less than One Million Dollars (\$1,000,000) combined single limit coverage. Such insurance shall include coverage of all "owned", "hired", and "non owned" vehicles or coverage for "any auto".
3. Workers Compensation Insurance
Workers' Compensation and Employer's Liability insurance meeting statutory limits of the California Labor Code which policy shall contain or be endorsed to contain a waiver of

subrogation against County, its officers, agents, and employees and provide for thirty (30) days prior written notice in the event of cancellation.

If Contractor has no employees, Contractor may sign and file the following certification in lieu of insurance:

"I am aware of the provisions of the California Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with provisions of that code before commencing with and during the performance of the work of this contract."

Signature

Date

4. Insurance Notices:
County of Humboldt
Attn: Risk Management
825 5th Street, Room 112
Eureka, CA 95501

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

1. The Comprehensive General Liability Policy shall provide that 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 CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY, its 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 "XCU Hazards".
 - c. Is primary insurance as regards to County of Humboldt.
 - d. Does not contain a pro-rata, excess only, and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY and in accordance with the Notice provisions set forth under Section 24. It is further understood that CONTRACTOR shall not terminate such coverage until it provides COUNTY with proof satisfactory to COUNTY that equal or better insurance has been secured and is in place.
 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 project, the CONTRACTOR'S insurance is primary coverage to the COUNTY, and any insurance or self-insurance programs maintained by the COUNTY are excess to CONTRACTOR'S insurance and will not be called upon to contribute with it.
5. Any failure to comply with reporting or other provisions of the Parties, including breach of warranties, shall not affect coverage provided to COUNTY, its officers, officials, employees, and volunteers.
6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements affecting the required coverage prior to execution of this Agreement by COUNTY. The endorsements shall be on forms as approved by the COUNTY'S Risk Manager or COUNTY Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000) 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 of said insurance. COUNTY is also hereby authorized with the discretion to deduct the cost thereof 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 aggregate limits set forth above.

10. HOLD HARMLESS/INDEMNIFICATION CLAUSE

- A. CONTRACTOR shall hold harmless, defend and indemnify the COUNTY and its officers, officials, employees, volunteers and elective and appointive boards from and against any and all liability loss, all claims, losses, damages, including damage expense, costs (including without limitation, costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the COUNTY. This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of CONTRACTOR'S services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Agreement does not relieve CONTRACTOR from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by CONTRACTOR'S operations regardless if any insurance is applicable or not.

11. RELATIONSHIP OF PARTIES

CONTRACTOR shall perform all work and services as described herein as an independent contractor. No person performing any of the work or services described herein shall be considered an officer, agent, servant, or employee of COUNTY, nor shall any such person be entitled to any benefits, including but not limited to Workers' Compensation Benefits, available or granted to employees of COUNTY. CONTRACTOR shall be solely responsible for the acts or omissions of its officers, agents, employees, and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between COUNTY and CONTRACTOR.

12. ASSIGNMENT

Neither party shall assign its obligations under this Agreement without the prior written consent of the other. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement.

13. SUBCONTRACTING

CONTRACTOR shall not subcontract any portion of the work required by

this Agreement without prior written approval of COUNTY.

14. LICENSING

CONTRACTOR shall maintain the appropriate licenses throughout the life of this Agreement.

15. TITLE

It is understood that any and all documents, information, and reports concerning this project prepared by and/or submitted by CONTRACTOR shall be the property of COUNTY. CONTRACTOR may retain reproducible copies of drawings and copies of other documents. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all information, writing and documents to COUNTY without exception or reservation.

16. NONDISCRIMINATORY EMPLOYMENT

In connection with the execution of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40), 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), military service, or any other classifications protected by federal, state, or local laws or ordinances. This policy does not require the employment of unqualified

persons.

CONTRACTOR further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1974, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Welfare and Institutions Code Section 10000, CDSS MPP Division 21, and other applicable federal and state laws to ensure that employment practices are non-discriminatory. CONTRACTOR shall comply with United States Executive Order 11246, entitled "Equal Employment Opportunity." United States Executive Order 11375 and supplemented in 45 CFR, Part 60, amends this. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

17. NONDISCRIMINATORY DELIVERY OF SOCIAL SERVICES

CONTRACTOR agrees that it will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; Title II of the Americans With Disabilities Act of 1990, as amended; the Age Discrimination Act of 1972, as amended; the Food Stamp Act of 1977, as amended; California Civil Code, Section 51 et seq., as amended; California Government Code, Section 4450 et seq., as amended and other applicable federal and state laws and their implementing regulations, all as outlined in California DSS Manual Division 21. The CONTRACTOR agrees to ensure that the administration of public assistance and social services programs are nondiscriminatory,

and that no person shall, because of race, religion or religious creed, color, age (over 40), 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), military service, or any other classifications protected by federal, state, or local laws or ordinances be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal or State financial assistance.

The COUNTY reserves the right to monitor the CONTRACTOR for compliance with the requirements of this paragraph and Division 21.

18. FAITH-BASED ORGANIZATIONS:

CONTRACTOR shall not engage in inherently religious activities (such as worship, religious instruction, or proselytization), or otherwise exert any religious influence whatsoever, as part of the programs or services funded under this Agreement. If CONTRACTOR conducts such activities, the activities must be offered separately, in time and location, from the programs or services funded under this Agreement, and participation must be voluntary with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the terms of the Agreement.

19. ENTIRETY OF CONTRACT

This Agreement shall constitute the entire Agreement between the parties

relating to the subject matter of this Agreement, and shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms which are embodied in this Agreement are hereby ratified.

20. AMENDMENT

No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

21. TERMINATION OR REDUCTION FOR LACK OF FUNDING

COUNTY'S obligations under this Agreement are contingent upon the availability of County, State and/or Federal funds. In the event such funding is terminated or reduced, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated or COUNTY'S maximum obligation reduced. COUNTY shall provide CONTRACTOR seven (7) days written notice of its intent to terminate this Agreement or its intent to reduce its maximum obligation under this Agreement.

22. TERMINATION FOR CAUSE

If, in the opinion of COUNTY, CONTRACTOR fails to perform the services required under this Agreement 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 which applies to its performance herein, COUNTY may terminate this Agreement immediately, upon notice. In such event, COUNTY shall pay to CONTRACTOR an

equitable portion of the total remuneration as compensation for the portion of the work deemed acceptable by COUNTY, less the amount of any damages sustained by COUNTY as a result of CONTRACTOR'S breach of this Agreement. COUNTY shall be entitled to take possession of all studies, drawings, computations, specifications and reports insofar as they are complete and acceptable to COUNTY.

23. TERMINATION FOR CONVENIENCE

This agreement may be terminated by either party without cause as follows:

- A. At any time and for any reason, upon sixty (60) days written notice to COUNTY, CONTRACTOR may terminate this Agreement and receive payment only for those services provided as of the date when termination is effective.

Notice may be given by delivering a copy of said notice to COUNTY personally, or by mailing a copy of said notice to COUNTY. If mailed, notice shall be deemed received two days after deposit in the United States mail, postage prepaid, and addressed as set forth in Paragraph 24, Notices.

- B. At any time and for any reason, upon thirty (30) days written notice to CONTRACTOR, COUNTY may terminate this Agreement and pay only for those services rendered as of the date when termination is effective.

Notice may be given by delivering a copy of said notice to

CONTRACTOR personally, or by mailing a copy of said notice to CONTRACTOR. If mailed, notice shall be deemed received two days after deposit in the United States mail, postage prepaid, and addressed as set forth in Paragraph 24, Notices.

24. NOTICES

Notices shall be given to COUNTY at the following address:

Attn: Director
Humboldt County Department of Health and Human
Services Social Services Branch
929 Koster Street
Eureka, CA 95501

Notices shall be given to CONTRACTOR at the following address:

Martha Shanahan
St. Joseph Health, St. Joseph Hospital
2700 Dolbeer Street
Eureka, CA 95501

Notice shall be in writing and may be given by delivering a copy of said notice to CONTRACTOR or COUNTY personally, or by mailing a copy of said notice to CONTRACTOR or COUNTY. If mailed, notices shall be deemed received two (2) days after their deposit in the United States mail, postage prepaid and addressed as set forth above.

25. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

CONTRACTOR certifies by its signature below that CONTRACTOR 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 weapon systems, or nuclear weapon 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 becomes a nuclear weapons contractor.

26. COMPLIANCE WITH APPLICABLE LAWS

CONTRACTOR shall comply with any and all applicable federal, state and local laws affecting the services covered by this Agreement, including, but not limited to, the Americans with Disabilities Act.

27. STANDARD OF PRACTICE

CONTRACTOR warrants that CONTRACTOR 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. JURISDICTION AND VENUE

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

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29. LIMITED WAIVER OF TRIBAL SOVEREIGN IMMUNITY (as applicable):

CONTRACTOR does not waive its sovereign immunity or consent to suit in any court except as expressly stated in this section and subject to the limitations and considerations stated in this section.

A. Limited Waiver and Consent to Suit. CONTRACTOR waives its sovereign immunity and consents to suit as to "Covered Claims" as defined in Section (B)(1) below. CONTRACTOR's governing body has executed a formal Resolution of Limited Waiver of Sovereign Immunity which is attached hereto as Exhibit [].

B. Conditions and Limitations. This waiver and consent is subject to the following conditions and limitations:

1. Covered Claims. This waiver and consent only applies to claims by COUNTY that CONTRACTOR has violated any provision of this AGREEMENT or that seeks to resolve a dispute concerning the interpretation, implementation or enforcement of this AGREEMENT . It does not include tort claims, claims for exemplary or punitive damages, or any other claims not sounding in contract.

2. Covered Claimants. This waiver and consent only applies to COUNTY, and not to any other person, entity, including any commercial or governmental entity, or group.

3. Covered Courts. This consent to suit only applies to the California State Courts in Humboldt County, and appropriate

state appellate courts. CONTRACTOR does not consent to suit in any other court.

4. Remedies. This waiver and consent is specifically limited to an award of monetary damages constituting a reimbursement of funds for obligations not performed by CONTRACTOR under the terms of this AGREEMENT, and/or specific performance to compel enforcement of this AGREEMENT. This waiver of immunity specifically does not allow for recovery of attorneys fees or other costs associated with litigation of Covered Claims.

5. Duration. Notwithstanding any applicable statute of limitations or other law, this limited waiver shall be enforceable only for such period as this AGREEMENT remains in effect, and only as to claims arising during the effective period of this AGREEMENT, except that this limited waiver of sovereign immunity shall remain effective for any proceeding then pending and all appeals there from until the underlying legal claim or claims have been finally determined.

30. BINDING EFFECT

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 assigns.

31. 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.

32. NO WAIVER

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 the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand of the CONTRACTOR under this Agreement, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

33. INTERPRETATIONS

As both parties jointly prepared this Agreement, the language in all parts of this Agreement shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

34. 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 reasonable value of services rendered by County Counsel) to be fixed by the court, and such recovery shall include court costs and attorneys' fees (including reasonable value of services rendered by County Counsel) on appeal, if any. As used herein, the party prevailing 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.

35. CONFIDENTIAL INFORMATION

In the performance of this Agreement, CONTRACTOR may receive confidential information. Said information may be confidential under the laws of California, including but not limited to Welfare and Institutions Code Sections 827, 10850; Division 19 California Department of Social Services Manual of Policies and Procedures, Confidentiality of Information; and/or the laws of the United States. CONTRACTOR shall comply with all laws regarding confidentiality and shall advise and require all subcontractors to comply with the laws of confidentiality.

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36. MEDIA RELEASE

All press releases and informational material related to this Agreement shall receive approval from COUNTY prior to being released to the media (television, radio, newspapers, Internet). In addition, CONTRACTOR shall inform COUNTY of requests for interviews by media related to this Agreement prior to such interviews taking place. COUNTY reserves the right to have a representative present at such interviews. All notices required by this provision shall be given to the Director of the County Department of Health and Human Services or his designee.

37. REFERENCE TO LAWS AND RULES

In the event any law, regulation, or policy 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.

38. 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.

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

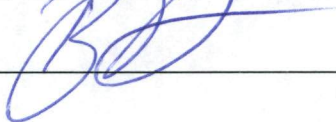
ATTEST:

KATHY HAYES


Clerk of the Board of Supervisors of the County of Humboldt, State of California

By: 

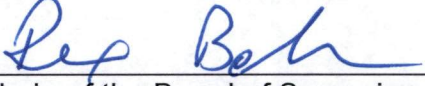
APPROVED AS TO LEGAL FORM:


County Counsel

APPROVED AS TO INSURANCE:


Risk Manager

COUNTY OF HUMBOLDT:


Chair, of the Board of Supervisors

CONTRACTOR:


Name

Director
Title


Name

CFO
Title

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.

EXHIBIT A
Scope of Work
St. Joseph Health, St. Joseph Hospital

Project Goal

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

★ = New Procedure or Event/Activity for FY 14-15

Objective 1 – Project Management: Provide administrative oversight and staff support to improve consistency, quality and timely implementation and coordination of CalFresh Outreach activities across all project sites, i.e., Eureka and Loleta Community Resource Centers, Paso a Paso, and Healthy Kids Humboldt.			
Task Description		Duration /Month	Details and Outcomes
A	<i>Contract Execution:</i> SJH-HC Area Director of Community Benefits (ADCB) will facilitate the execution of the FY15 contract between SJH-HC and DHHS.	1-2	Both parties have a fully-executed contract in place.
B ★	<i>Staff Meetings:</i> SJH-HC ADCB will implement quarterly, or more often if necessary, staff meetings for all CalFresh team members to attend.	1,4,7,10	A minimum of 4 meetings will be held during contract period with 12 total attendees.
C ★	<i>CalFresh Training:</i> CalFresh Project Manager will advise ADCB of all CalFresh training opportunities and the ADCB will ensure that project staff attends at least two trainings.	Duration	A minimum of 5 staff will receive at least 2 CalFresh trainings during the contract period.
D ★	<i>Staff Forum:</i> Community Benefits Supervisor and the CalFresh Project Manager will arrange for one additional training by DHHS that is designed to specifically address CalFresh barriers faced by the Latino/Hispanic Community.	4	At least 5 Paso a Paso and HKH staff will receive a minimum of 1 culturally competent CalFresh training.
E ★	<i>Paso a Paso (PaP) CalFresh Project Oversight:</i> The Community Benefits Supervisor (CBS) will help reduce communication barriers among Paso a Paso staff when facilitating CalFresh activities.	Duration	The CBS will be responsible for designing tracking, monitoring, and reporting processes for the Paso a Paso program. The CBS will work with the Communication Director to ensure CalFresh messaging is developed and published for the Latino Community.
F ★	<i>CalFresh Assistant:</i> The CalFresh Project Manager will arrange CalFresh Assistant's schedule to include attending all events involving CalFresh outreach and education.	Duration	CalFresh Assistant will attend at least 10 events during the contract year.
G	<i>Project Monitoring and Reporting:</i> Each project site Coordinator will document and report quarterly the progress made toward meeting stated objectives. The CalFresh Project Manager will monitor CalFresh activities; maintain documentation; produce quarterly and final reports in the	Duration and 4,7,10,13	Progress reports will be submitted one month after each quarter-end for a total of 4 reports and 1 final outcome evaluation

	County's recommended format; and serve as the liaison with County and CalFresh representatives.		report will be submitted one month after FY15 contract period ends.
Objective 2 – Information Dissemination/Publications/Education: Provide the opportunity for low-income families and individuals, persons with limited literacy, homeless individuals, and the Latino community to learn about CalFresh benefits, the application process, and the direct support available in the community and through SJH-HC programs.			
Task Description		Duration /Month	Details and Outcomes
A *	The CalFresh table displays will be redesigned to include the heading "CalFresh Corner". Each display will be placed in a prominent location at the Eureka and Loleta CRCs, and one will be portable for utilization at Paso a Paso classes or community events and activities.	1-3	A total of 3 new CalFresh Corner displays will be displayed in designated locations and available for use at community events. 11,000 potential viewers.
B *	CalFresh Information Packets will be designed and assembled in both English and Spanish for distribution through each Center and at events and activities.	1-3	1000 packets will be assembled for distribution throughout the contract year.
C *	Three new marketing outlets will be identified and secured for disseminating CalFresh information. Priority will be given to the Spanish speaking community. 1) Marketing materials will be customized to best reach the targeted population. 2) A dissemination schedule will be created after the new locations are secured.	5	A minimum of 3 new marketing outlets will be secured. Two (2) outlets will be for the Spanish speaking community.
D	CalFresh educational and promotional materials currently in use will be reviewed, revised, and refreshed.	1-3	All CalFresh materials reviewed and updated.
E *	Two activities will be identified and renamed to bear the CalFresh name or logo. New signage will be developed according to both parties' guidelines.	6	A total of 2 activities/events will include the CalFresh name and/or logo.
F *	Print Media: Newspaper and other publications. 1) CalFresh information will be publicized annually in conjunction with the SJH-HC Health Fair. 2) CalFresh enrollment assistance and information to reduce barriers to enrollment will be published to the Spanish speaking community in the Humboldt Beacon section of the Times Standard. 3) LCRC will prepare and publish monthly CalFresh articles in Loleta Elementary School Newsletter that is sent home to parents.	6	A minimum of 20 advertisements will be published in the following: <ul style="list-style-type: none"> • Times Standard (5 ads); potential reach: 240,000. • Mad River Union (1 ad):10,000. • Ferndale Enterprise (1 ad) 3,500. • Beacon (1 ad): 48,000. • School News (12 articles) 600 potential readers.

G *	The CalFresh Assistant will provide outreach and education at the ESL classes in Loleta and Fortuna. The CalFresh Assistant is bi-lingual and a trusted individual in the Latino community.	Duration	45 Spanish speaking individuals will receive CalFresh information 2 times per month.
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Objective 3 – Healthy Eating linked to CalFresh Benefits: Conduct CalFresh outreach and education to pregnant Latino woman, the general Latino community, and families of low-income school-aged children through the nutrition education classes provided by Paso a Paso, Loleta’s Afterschool Program, and Loleta’s Community Garden.

Task Description		Duration /Month	Details and Outcomes
A	<p><i>Paso a Paso: Education Linking CalFresh to Health</i></p> <ol style="list-style-type: none"> 1) Staff will promote CalFresh benefits as a means for improving food security. Linguistically and culturally appropriate education will be provided to pregnant Latino women and their families during the prenatal and parenting classes held in both Eureka and Fortuna. 2) Every pregnant woman will be assessed for food security. Staff will develop appropriate solutions for families who experience food insecurity. 3) All needed food and supplies for classes, demonstrations, and educational items will be purchased. 	Duration	<p>A total of 30 classes will be held with approximately 600 total attendees throughout the contract year.</p> <p>100 Spanish speaking expectant mothers will receive CalFresh Information Packets.</p>
B *	<p><i>Paso a Paso: Farmers Market Field Trips</i></p> <ol style="list-style-type: none"> 1) Field trips to the local farmers’ markets in Eureka and Fortuna will be developed and implemented to educate Latino families about using CalFresh benefits at the farmers’ market to increase their consumption of fresh produce while maintaining the family’s food budget. 2) Staff will promote “Grow Your Own Garden with CalFresh” and will show field trip attendees how to purchase seeds and starts at the farmers’ market. 	4, 8	At least 2 field trips to the farmers’ market will take place during the contract period with approximately 20 total attendees.
C	<p><i>Paso a Paso & Healthy Kids Humboldt: Community Events</i></p> <ol style="list-style-type: none"> 1) Paso a Paso and HKH will host community events for the Latino community to provide demonstrations on healthy meal planning and budgeting and to explore new foods. <ol style="list-style-type: none"> a. CalFresh outreach and education will be provided. b. CalFresh Information Packets will be distributed. c. The Bicycle Blender, purchased with previous CalFresh funding, will be used to demonstrate how to make nutritious smoothies using unexpected and unique fruits and vegetables. d. All needed food and supplies for community events will be purchased. 	8	<p>A total of 2 community events will be held during the contract period with approximately a total of 300 attendees.</p> <p>Approximately 50 attendees will receive face-to-face CalFresh outreach.</p> <p>Approximately 50 CalFresh Information Packets will be distributed.</p>
D *	<p><i>Loleta Community Resource Center: Community Garden</i></p> <ol style="list-style-type: none"> 1) The Garden Assistant (GA) supported through CalFresh funding will work with the community gardeners to maintain the Loleta Community Garden located at Loleta Union Elementary School. <ol style="list-style-type: none"> a. GA will provide face-to-face CalFresh outreach and education with local gardeners that may be eligible 	Duration	<p>Approximately 200 individuals will participate in gardening throughout the contract year.</p> <p>Potentially 100 individuals will receive CalFresh</p>

Objective 3 – Healthy Eating linked to CalFresh Benefits: Conduct CalFresh outreach and education to pregnant Latino woman, the general Latino community, and families of low-income school-aged children through the nutrition education classes provided by Paso a Paso, Loleta’s Afterschool Program, and Loleta’s Community Garden.

Task Description	Duration /Month	Details and Outcomes
<p>to receive CalFresh benefits. Potential enrollees will be referred to the LCRC or CalFresh Assistant for detailed information and enrollment assistance.</p> <p>b. GA will provide gardening presentations and distribute CalFresh Information Packets.</p> <p>2) The GA will implement a Tool Sharing Program and promote “Grow Your Garden with CalFresh” at the Loleta Community Garden to increase low-income individuals’ participation in gardening.</p> <p>a. A shed & equipment will be purchased and installed.</p> <p>b. An equipment check-out system will be developed and maintained by the GA.</p>		<p>Information and “Grow Your Own Garden with CalFresh” materials.</p> <p>A minimum of 10 new community members will be recruited to participate in gardening.</p> <p>A minimum of 100 community members will receive seeds and starts.</p>
<p>E</p> <p><i>Loleta Community Resource Center: Community Event</i></p> <p>1) LCRC will host two community events: Fall Harvest Dinner and Cinco de Mayo Celebration.</p> <p>a. Outreach activities will focus on increasing awareness of CalFresh benefits, enrollment and retention, healthy eating through local gardening and using CalFresh benefits to purchase fresh produce, seeds and starts at the farmers’ market.</p> <p>b. CalFresh Information Packets and “Grow Your Own Garden with CalFresh” promotional materials will be distributed at both events.</p> <p>c. The Bicycle Blender, purchased with previous CalFresh funding, will be used to demonstrate how to make nutritious smoothies using unexpected and unique fruits and vegetables.</p> <p>d. All needed food and supplies for community events will be purchased.</p>	<p>Fall Harvest October 2014</p> <p>Cinco de Mayo May 2015</p>	<p>A total of approximately 400 attendees; 200 at each event.</p> <p>Approximately 100 individuals will receive CalFresh Information Packets and “Grow Your Own Garden with CalFresh” promotional materials.</p>
<p>F</p> <p><i>Loleta Community Resource Center: Cooking Classes</i></p> <p>1) The LCRC Coordinator will conduct CalFresh outreach to parents of low-income children through Cooking Classes held in the Loleta After School Program and Boys and Girls Club.</p> <p>a. Class curriculum will be developed with healthy snack/meal descriptions and recipes prepared to go home to parents.</p> <p>b. CalFresh Information Packets will be distributed to the parents of each student at the beginning and end of each class series.</p> <p>c. The Bicycle Blender, purchased with previous CalFresh funding, will be used to demonstrate how to make nutritious smoothies using unique fruits and vegetables.</p> <p>d. All needed food and supplies will be purchased.</p>	<p>Duration</p>	<p>A total of 12 cooking classes will be held during the contract year.</p> <p>Parents of approximately 35 students will receive recipes, cooking instructions, and recipes samples throughout the contract year.</p> <p>Approximately 70 low-income parents will receive CalFresh Information Packets.</p>

Objective 3 – Healthy Eating linked to CalFresh Benefits: Conduct CalFresh outreach and education to pregnant Latino woman, the general Latino community, and families of low-income school-aged children through the nutrition education classes provided by Paso a Paso, Loleta’s Afterschool Program, and Loleta’s Community Garden.

Task Description		Duration /Month	Details and Outcomes
G *	<i>Loleta Community Resource Center: Food Demonstrations</i> In coordination with Food for People, LCRC staff will provide food demonstrations at the Loleta Food Bank during distribution day to illustrate meal planning with the items included in the Food for People commodity food box.	Duration	Approximately 480 low-income individuals & Latino families will receive healthy meal planning instruction linked to CalFresh. 100 CalFresh Informational Packets will be distributed.
H *	<i>Traveling Kitchen</i> A Traveling Kitchen will be implemented to expand classes and food demonstrations. In the Paso a Paso classes, for example, moms have the opportunity to prepare meals side-by-side with the instructor. Due to lack of equipment, students rotate their time using the equipment. Additional equipment will allow all students to participate at the same time.	2	100 low-income participants will learn how to use CalFresh for affordable home-cooked meals. All equipment and supplies will be purchased and prepared for transportation.

Objective 4 – Enrollment Activities: Provide individuals and families who may be eligible for CalFresh benefits with easy access to CalFresh program information, enrollment and retention assistance, and general assistance navigating the application process.

Task Description		Duration /Month	Details and Outcomes
A	The Eureka and Loleta Community Resource Centers, Paso a Paso, and Healthy Kids Humboldt will provide on-site, face-to-face CalFresh screening, enrollment, follow-up, and re-certification assistance. Staff will utilize the laptops funded by CalFresh in FY14 to complete the application process.	Duration	At a minimum, the following numbers will be reached: <ul style="list-style-type: none"> • 1000 benefits presented • 500 paper application provided/assisted • 200 C-4 Yourself app. assist • 100 DHHS visit assist • 100 web site/ physical address issued • 70 Re-certifications
B	The CalFresh Assistant and Healthy Kids Humboldt staff will 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.	Duration	At a minimum, 50 Spanish speaking households will receive in-home enrollment assistance.

EXHIBIT B

Payment/Invoice Schedule

St. Joseph Health, St. Joseph Hospital

CONTRACTOR will submit itemized invoices to the COUNTY monthly or less often. CONTRACTOR shall submit a final invoice upon project completion or at the termination of this Agreement. Final invoice shall be submitted to COUNTY within thirty (30) days.

CONTRACTOR will submit an itemized invoice, in the form of the Budget, attached hereto as page 2 of Exhibit B and incorporated as part of this Agreement.

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, consisting of one (1) page, 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.

Payment for work performed will be made within thirty (30) days after receipt of the invoice. CONTRACTOR agrees that the maximum compensation cap for services performed and costs incurred under this Agreement is One Hundred Fifty One Thousand Five Hundred Seventy Eight Dollars (\$151,578.00), and all costs exceeding the total maximum compensation cap amount will be the responsibility of the CONTRACTOR.

EXHIBIT B

Budget

St. Joseph Health, St. Joseph Hospital

A. PERSONNEL	Total FTE	Total Project Cost
Area Director, Community Benefit (2 hours per week) <i>Administrative oversight / budget management / general support</i>	0.05	\$3,952
SJH-HC Communications Director (2 hours per week) <i>Prepare promotional materials and print media advertisements</i>	0.05	\$3,952
Supervisor, Community Benefit (4 hours per week) <i>Program supervision / staff support</i>	0.1	\$4,368
CalFresh Project Manager & ECRC Coordinator (10 hours per week) <i>Data tracking & report writing / staff support / enrollment / re-certification</i>	0.25	\$11,440
Loleta CRC Coordinator (10 hours per week) <i>Activities oversight / outreach & education / enrollment / re-certification</i>	0.25	\$11,440
Paso a Paso Co-Coordinators/Instructors (2 @ 4 hours each per week) <i>Activities oversight / enrollment / re-certification</i>	0.2	\$9,152
Paso a Paso CalFresh Specialist (15 hours per week) <i>CalFresh Outreach & education / enrollment / re-certification</i>	0.375	\$15,015
Paso a Paso Health Promotion Specialist (2 @ 4 hours each per week) <i>CalFresh Outreach & Education / Classroom Instructors</i>	0.2	\$8,008
Healthy Kids Humboldt Outreach Worker (8 hours per week) <i>CalFresh outreach & education / enrollment / re-certification</i>	0.2	\$8,008
Personnel Subtotal		\$75,335
Benefits @ 38%		\$28,627
TOTAL PERSONNEL COSTS		\$103,962
B. OPERATIONAL COSTS	Hours	
CalFresh Assistant - Contractor (20 hours per week) <i>CalFresh Outreach & Education / enrollment / re-certification</i>	1040	\$12,480
Garden Assistant - Contractor (15 hrs per month) <i>CalFresh outreach at community garden with gardening & eating healthy education</i>	180	\$2,160
Marketing & Promotion / Print Media <i>Promote CalFresh events and activities throughout the year</i>		\$4,600
Demonstration Equipment and Tools <i>Garden (\$1,748) / Cooking (\$822). Sales tax @8.5% (\$218)</i>		\$2,788
TOTAL OPERATIONAL COSTS		\$22,028
C. CONSUMABLES / SUPPLIES		
Food Supplies for events, activities, classes and demonstrations		\$10,360
Office supplies: <i>Fliers, posters, displays (\$500); CalFresh Info Packets (\$2,000)</i>		\$2,500
TOTAL CONSUMABLE / SUPPLIES		\$12,860

D. TRANSPORTATION / TRAVEL

Mileage: <i>Garden & CalFresh Assist only (220 miles / mth x 12 mths/ x IRS rate 56.5 cents per mile)</i>	\$1,500
TOTAL TRANSPORTATION / TRAVEL	\$1,500
TOTAL DIRECT COSTS	\$140,350
Overhead Allocation to Total Direct Costs (8%)	\$11,228
TOTAL:	<u>\$151,578</u>

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.

CalFresh Outreach - Invoice

CBO Name
Coordinator/Contact
Address
Phone

Invoice Date: _____

Invoice # AB- _____

Description	Quantity	Cost	Amount
Personnel Costs			
Operational Costs			
Consumables/Supplies			
Transportation/Travel			
Other			
Total to be paid:			\$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: CalFresh Billing Coordinator



 Program Coordinator Date

 Fiscal Coordinator Date

(707) 441-5428 • Fax: (707) 441-5590

 Budget Unit/Line: 1160 511 2 723