

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF HUMBOLDT
AND
AREA 1 AGENCY ON AGING
FOR FISCAL YEAR 2016-2017**

This Memorandum of Understanding ("MOU"), entered into this 4th day of October, 2016, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the Area 1 Agency on Aging, a non-profit corporation, hereinafter referred to as "A1AA," is made upon the following considerations:

WHEREAS, California Government Code Section 26227 provides that the board of supervisors of any county may appropriate and expend money from the county's general fund to finance programs deemed to be necessary to meet the social needs of the population of the county, including, but not limited to, the areas of health, law enforcement and public safety; and

WHEREAS, COUNTY placed a one-half (.5) cent local sales and use tax measure, known as "Measure Z," on the November 2014 ballot to maintain and improve essential services; and

WHEREAS, Measure Z was passed by the voters of Humboldt County on November 4, 2014 and became operative on April 1, 2015; and

WHEREAS, due to the passage of Measure Z, COUNTY has additional funding to maintain and improve essential services, including, without limitation: law enforcement services; emergency response services; illegal marijuana cultivation enforcement and prevention; child abuse enforcement and prevention; crime investigation and prosecution; substance abuse rehabilitation; mental health treatment; rural fire protection, road repairs; and other necessary services relating to the areas of health, law enforcement and public safety; and

WHEREAS, COUNTY created a nine (9) member Citizens Advisory Committee to review Measure Z funding applications and make recommendations to the Humboldt County Board of Supervisors; and

WHEREAS, on February 19, 2016, A1AA submitted a Measure Z application to the Citizens' Advisory Committee requesting an allocation in the amount of Ten Thousand Four Hundred and Fifty-Two Dollars (\$10,452.00) for the purpose of funding an elder ombudsman position to advocate for Humboldt County residents in long-term care settings and investigate allegations of elder abuse and neglect; and

WHEREAS, on June 28, 2016, the Humboldt County Board of Supervisors approved the Measure Z application submitted by A1AA in the amount of Ten Thousand Four Hundred and Fifty-Two Dollars (\$10,452.00) through June 30, 2017; and

WHEREAS, COUNTY and A1AA desire to enter into an agreement which sets forth each party's rights and responsibilities regarding the expenditure of Measure Z funds allocated to A1AA.

NOW THEREFORE, in consideration of the foregoing, and of the mutual promises contained herein, the parties hereto agree as follows:

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1. COUNTY OBLIGATIONS:

COUNTY will provide A1AA with an amount not to exceed Ten Thousand Four Hundred and Fifty-Two Dollars (\$10,452.00) for the purpose of funding an elder ombudsman position to advocate for Humboldt County residents in long-term care settings and investigate allegations of elder abuse and neglect.

2. A1AA OBLIGATIONS:

- A. Advocacy and Investigative Services. A1AA will provide an elder ombudsman to advocate for residents in long-term care settings and investigate allegations of elder abuse and neglect as set forth in Exhibit A – Application for Measure Z Funding – which is attached hereto and incorporated herein by reference.
- B. Quarterly and Final Reports. A1AA will provide quarterly and final reports to COUNTY as set forth in Exhibit B – Quarterly and Final Summary Reports – which is attached hereto and incorporated herein by reference. Any and all quarterly and final reports required hereunder shall be prepared using COUNTY's standard Measure Z report form, which is attached hereto as Exhibit C – Quarterly and Final Report Form – and incorporated herein by reference.
- C. Recognition of Measure Z Funding. A1AA shall cooperate with COUNTY efforts to recognize Measure Z funding. Such recognition may take the form of press releases, photos and adhesives to equipment.

3. TERM:

This MOU shall begin on July 1, 2016 and shall remain in full force and effect until June 30, 2017, unless sooner terminated as provided herein.

4. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, A1AA fails to adequately fulfill its obligations hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this MOU, or violates any ordinance, regulation, or other law applicable to its performance herein, COUNTY may terminate this MOU immediately, upon notice.
- B. Without Cause. COUNTY may terminate this MOU without cause upon thirty (30) days advance written notice to A1AA. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. COUNTY's obligations under this MOU are contingent upon the availability of local funding resulting from the sales and use tax established by Measure Z. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this MOU shall be terminated. COUNTY shall provide A1AA seven (7) days advance written notice of its intent to terminate this MOU due to insufficient funding.
- D. Compensation Upon Termination. In the event this MOU is terminated, A1AA shall be entitled to compensation for uncompensated advocacy and investigative services provided hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this MOU by A1AA.

5. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for the law advocacy and investigative services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this MOU is Ten Thousand Four Hundred and Fifty-Two Dollars (\$10,452.00). A1AA agrees to perform all advocacy and investigative services required by this MOU for an amount not to exceed such maximum dollar amount. However, if the allocation of local funding resulting from the sales and use tax established by Measure Z is reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for advocacy and investigative services provided hereunder, or terminate this MOU as provided herein.
- B. Schedule of Rates. A1AA shall set forth the specific rates and costs applicable to the advocacy and investigative services to be provided pursuant to the terms and conditions of this MOU using COUNTY's standard Measure Z budget form, which is attached hereto as Exhibit D – Schedule of Rates – and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by A1AA, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of A1AA. A1AA shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which A1AA estimates that the maximum payable amount will be reached.

6. PAYMENT:

A1AA shall submit to COUNTY quarterly invoices itemizing all advocacy and investigative services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this MOU. Invoices shall be in the format set forth in Exhibit E – Measure Z Invoice Form – which is attached hereto and incorporated herein by reference. A1AA shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this MOU. Payment for advocacy and investigative services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this MOU will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by A1AA shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Administrative Office
Attention: Elishia Hayes, Senior Administrative Analyst
825 Fifth Street, Room 112
Eureka, California 95501

7. NOTICES:

Any and all notices required to be given pursuant to the terms of this MOU 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 Administrative Office
Attention: Amy S. Nilsen, County Administrative Officer
825 Fifth Street, Room 112
Eureka, California 95501

A1AA: Area 1 Agency on Aging
Attention: Maggie Kraft, Executive Director
434 Seventh Street
Eureka, California 95501

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. A1AA agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the advocacy and investigative services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this MOU, 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. Such records shall be original entry books with a general ledger itemizing all debits and credits for the advocacy and investigative services provided pursuant to the terms and conditions of this MOU.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of A1AA, and its subcontractors, related to the advocacy and investigative 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 MOU. A1AA 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. A1AA 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 advocacy and investigative services provided pursuant to the terms and conditions of this MOU, including, but not limited to, the costs of administering this MOU.
- C. Audit Costs. In the event of an audit exception or exceptions related to the advocacy and investigative services provided pursuant to the terms and conditions of this MOU, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of such audit. If the allowable expenditures cannot be determined because A1AA's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

A1AA agrees that COUNTY has the right to monitor all activities related to this MOU, including, without limitation, the right to review and monitor A1AA's records, programs or procedures, at any time, as well as the overall operation of A1AA's programs, in order to ensure compliance with the terms and conditions of this MOU. A1AA will cooperate with a corrective action plan, if deficiencies in A1AA'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 A1AA's performance hereunder.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this MOU, A1AA may receive information that is confidential under local, state or federal law. A1AA 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: 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 local, state and federal laws, regulations, and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this MOU 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, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this MOU, A1AA, 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 employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. A1AA 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 MOU by reference and made a part hereof as if set forth in full.

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12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

A1AA certifies by its signature below that it is not a Nuclear Weapons Contractor, in that A1AA 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. A1AA agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this MOU if it determines that the foregoing certification is false or if A1AA subsequently becomes a Nuclear Weapons Contractor.

13. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. A1AA shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, A1AA's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of the insurance required by this MOU shall not relieve A1AA from liability under this provision. This provision shall apply to all claims for damages related to the advocacy and investigative services provided by A1AA pursuant to the terms and conditions of this MOU regardless if any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by A1AA hereunder.

14. INSURANCE REQUIREMENTS:

This MOU shall not be executed by COUNTY, and A1AA is not entitled to any rights hereunder, unless certificates of insurance or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting A1AA's indemnification obligations provided for herein, A1AA shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this MOU, and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in the State of California and with a current A.M. Bests 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 A1AA and 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.

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2. Automobile/Motor Liability Insurance with a limit of liability of no 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 Office 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.
4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which A1AA may be exposed to liability. A1AA shall require that such coverage be incorporated into its professional services agreements with any other entities.

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 A1AA. 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 insureds 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 A1AA 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 MOU, A1AA's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to A1AA's insurance and will not be used to contribute therewith.
5. A1AA's failure to comply with any provisions of this MOU shall not affect the coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
6. A1AA shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this MOU. 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 A1AA does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this MOU, take out the necessary insurance, and A1AA 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 A1AA under this MOU.
7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and A1AA 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 MOU 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

A1AA: Area 1 Agency on Aging
 Attention: Maggie Kraft, Executive Director
 434 Seventh Street
 Eureka, California 95501

15. RELATIONSHIP OF PARTIES:

It is understood that this is an MOU 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 A1AA 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. A1AA shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

16. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

A1AA agrees to comply with all local, state and federal laws and regulations applicable to the advocacy and investigative services provided pursuant to the terms and conditions of this MOU. A1AA further agrees to comply with all applicable local, state and federal licensure and certification requirements.

17. PROVISIONS REQUIRED BY LAW:

This MOU is subject to any additional local, state and federal restrictions, limitations, or conditions that may affect the provisions, terms or funding of this MOU. This MOU 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.

18. REFERENCE TO LAWS AND RULES:

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

19. SEVERABILITY:

If any provision of this MOU, 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 MOU.

20. 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. Any assignment by either party in violation of this provision shall be void, and shall be cause for immediate termination of this MOU. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by the parties to obtain supplies, technical support or professional services.

21. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this MOU 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.

22. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this MOU 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 MOU. In no event shall any payment by COUNTY constitute a waiver of any breach of this MOU or any default which may then exist on the part of A1AA. 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 A1AA shall promptly refund, any funds disbursed to A1AA, which in the judgment of COUNTY were not expended in accordance with the terms of this MOU.

23. STANDARD OF PRACTICE:

A1AA 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. A1AA's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

24. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this MOU.

25. AMENDMENT:

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

26. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information, and reports concerning the subject matter of this MOU prepared and/or submitted by A1AA shall become the property of COUNTY. However, A1AA may retain copies of such documents and information for its records. In the event of termination of this MOU, for any reason whatsoever, A1AA shall promptly turn over all information, writings and documents to COUNTY without exception or reservation.

27. JURISDICTION AND VENUE:

This MOU 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.

28. ADVERTISING AND MEDIA RELEASE:

All informational material related to this MOU 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. COUNTY shall provide to A1AA suggested language, and a Measure Z Logo, for all press releases. In addition, A1AA shall inform COUNTY of all requests for interviews by media related to this MOU before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to the Humboldt County Administrative Officer.

29. SUBCONTRACTS:

A1AA shall obtain prior written approval from COUNTY before subcontracting any of the advocacy and investigative services to be provided hereunder. Any and all subcontracts shall be subject to all applicable terms and conditions of this MOU, including, without limitation, the licensing, certification and confidentiality requirements set forth herein. A1AA shall remain legally responsible for the performance of all terms and conditions of this MOU, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

30. SURVIVAL:

The duties and obligations of the parties set forth in Section 4(D) – Compensation Upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 13 – Indemnification shall survive the expiration or termination of this MOU.

31. 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 MOU, the terms and conditions set forth herein shall have priority.

32. INTERPRETATION:

This MOU, 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.

33. INDEPENDENT CONSTRUCTION:

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

34. 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, but not be limited to, 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.

35. ENTIRE AGREEMENT:

This MOU 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 MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, 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 MOU are hereby ratified.

36. AUTHORITY TO EXECUTE:

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

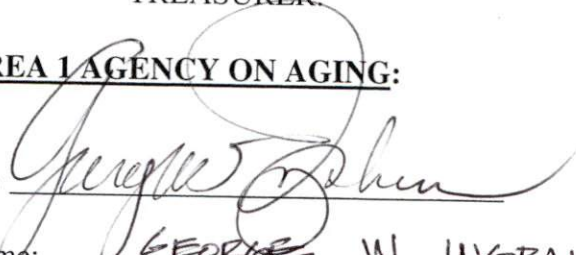
[Signatures on Following Page]


IN WITNESS WHEREOF, the parties hereto have entered into this MOU as of the first date 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.

AREA 1 AGENCY ON AGING:

By:  Date: 19 July 2016
 Name: GEORGE W INGRAHAM
 Title: CHAIR, BOARD OF DIRECTORS

By:  Date: 7/14/16
 Name: Russell Shroy
 Title: Director of Finance

COUNTY OF HUMBOLDT:

By:  Date: 10/2/16
 Mark Lovelace
 Chair Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By:  Date: 9/19/16
 Risk Management

LIST OF EXHIBITS:

- Exhibit A – Application for Measure Z Funding
- Exhibit B – Quarterly and Final Summary Reports
- Exhibit C – Quarterly and Final Report Form
- Exhibit D – Schedule of Rates
- Exhibit E – Measure Z Invoice Form

31. 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 MOU, the terms and conditions set forth herein shall have priority.

32. INTERPRETATION:

This MOU, 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.

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

34. 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, but not be limited to, 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.

35. ENTIRE AGREEMENT:

This MOU 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 MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, 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 MOU are hereby ratified.

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

[Signatures on Following Page]



CITIZENS' ADVISORY COMMITTEE ON MEASURE Z EXPENDITURES

(Advisory Committee will make recommendations to the Humboldt County Board of Supervisors as to expenditure of funds derived from *Measure Z*.)

RECEIVED
FEB 19 2016
CAO

APPLICATION FOR FUNDING

Agency Name: Area 1 Agency on Aging, Long Term Care Ombudsman Program

Mailing Address: 434 7th Street, Eureka, CA 95501

Contact Person: Maggie Kraft

Title: Executive Director

Telephone: 707.442.3763

E-mail address: mkraft@a1aa.org

1. AMOUNT OF MEASURE Z FUNDING REQUESTED FOR FY 2016-17: \$10,452

2. ENTITY TYPE -- Please check appropriate box.

- a. Humboldt County Department
- b. Contract Service Provider to Humboldt County
- c. Local Government Entity
- d. Private Service Provider
- e. Non-Profit Service Provider
- f. Other

3. Please provide brief description of proposal for which you are seeking funding.

We seek funding for continued support of the Long Term Care Ombudsman Program, which advocates for residents of long term care settings (nursing facilities and residential care facilities for the elderly). This program investigates allegations of elder abuse and neglect which occur in these settings. The work of the Ombudsman program has a direct impact on the public safety interests of residents of these facilities who, when abused or neglected, suffer needlessly. Abuse includes both financial and physical abuse as well as neglect.

With Measure Z funding, we can add five hours to our current 15 hour/week hour data and ombudsman assistant position, increasing our ability to conduct elder abuse education and prevention work. Because Ombudsman funds did not completely cover the relatively low cost of providing this service, we had to take federal funding away from other senior services to meet the Ombudsman budget requirements. With Measure Z funding, we no longer need to do this.

The funds enable us to work with local law enforcement agencies and take on investigation of alleged abuse in long term care facilities, relieving law enforcement of this task. We do the initial investigation to determine whether the abuse occurred, and save the residents/clients additional stress from being

interviewed by law enforcement. Our work helps keep law enforcement officers on the streets doing the work they are most familiar with. The Measure Z funding has enabled the Ombudsman program to develop relationships with local law enforcement so they understand how we can help them minimize their involvement in abuse allegations occurring in facilities.

The Ombudsman Coordinator is expected to be available for calls related to abuse on a 24/7 basis. The Coordinator must train and supervise over 15 certified Ombudsman volunteers who visit 1200 residents in 30 facilities from Garberville in the south to Crescent City in the north. (Only two facilities operate in Del Norte County, accounting for 172 possible residents. Funding from Humboldt County would not be used for services provided there.)

4. *Measure Z* funding is scheduled to "sunset" in 2020. How are you developing a plan for sustainability, including diversification of funding sources, in order for your proposal to carry on without reliance on future *Measure Z* funds?

In 2015-16, the Ombudsman program conducted a quilts for Grandparents fundraiser, working with quilting groups in the community who made quilts that were delivered to residents of long term care. While not a large fundraiser, it brought community awareness to the needs of people in long term care.

Recently the State has increased Ombudsman funding and small increases are expected each year over the next four years. We will continue efforts to increase donations to cover the unfunded mandates of this program and use the *Measure Z* funding to institutionalize elder abuse knowledge and the ombudsman role into law enforcement systems so that when the funds do sunset, this education will be standard in the various jurisdictions and our role in education will become minimal.

5. If this request is for the continuation, or expansion, of an existing program/service, what is the current source of funding for that program/service?

The request is for the continuation of this program and a five hour/week increase in staff ombudsman assistant time to help address ongoing elder abuse education and prevention needs. The program is funded through the Federal Older American's Act with funds earmarked for the Ombudsman program and elder abuse prevention and investigation. The program also receives state funding through a Special Deposit Fund and a Skilled Nursing Facility Quality Assurance Fund (SNF/QAF). We saw an increase in some of these funds last year, which enabled the program to address long deferred equipment maintenance and updates.

6. If you are awarded *Measure Z* funds, how will you use them to leverage additional grants, contributions, or community support?

Measure Z funds highlight to the community that public safety is also about the safety of our elders in facilities. These elders are often forgotten and while people may know they live there, they often do not want to think about what it is like to do so. Recognizing that quality healthcare for our most frail and vulnerable citizens is a public safety issue will bring greater awareness to our program and we will use that awareness to encourage greater community support and donations.

7. Will this proposal require new or expanded activity on the part of another entity to be fully functional and effective? If so, please describe. NO

ATTACHMENTS—Please include the following with your application

Proposal Narrative: Brief description of your request for *Measure Z* funds – Please explain how it is an essential service or for public safety. (*one page maximum*)

Much of our description from last year's application still holds true. Elder abuse and neglect have a devastating impact on elder victims and are associated with increased mortality rates. Elder abuse remains both a public health and a public safety issue and as the number of seniors continues to grow, there are more people who may become victimized by scams, abuse or neglect. Our state and federal funding has increased somewhat over last year, but not to the degree needed to maintain a functioning program and address increasing costs.

Elderly persons residing in residential care facilities and nursing homes are vulnerable due to decreased ability for self-care and medical illnesses affecting cognitive and physical function. Markers for neglect such as pressure ulcers, malnutrition, and dehydration may be falsely attributed to "natural" consequences of declining health....must be vigilant in looking for markers of mistreatment and must report suspected cases so that elderly persons are protected, abusers are identified, and facility care is improved (*Annals of Long-Term Care: ClinicalCare and Aging 2004;12[4]:30-35.*)

The characteristics of those who live in long-term care facilities put these residents at risk for mistreatment. Vulnerability results from dependency on caregivers due to chronic medical illnesses, especially those that affect cognition. The prevalence of cognitive problems among nursing home residents is very high: 42-66% of the elderly population living in facilities have a significant cognitive impairment. (*Fries BE, Schroll M, Hawes C, et al. Approaching cross-national comparisons of nursing home residents, Age Aging 1997; 26, (Suppl 2).*)

The Ombudsman program is funded and staffed at the lowest level allowable by federal and state law. Due to the funding mechanism that divides funds based on number of facility beds, in the next fiscal year we hope to receive approximately \$77,000 to run the program, but the sum will depend on many factors that are out of our control and haven't been decided on yet.

In 2015-16 these state and federal increases helped update program equipment and materials, address the minimum wage changes, and provide mileage reimbursement and recognition for our volunteers, who deal with very difficult situations on a regular basis. The complaints and allegations investigated by ombudsman staff and volunteers are complex and have great emotional, financial and physical impact on the residents of these facilities. It takes very dedicated and specially trained staff and volunteers to do this work. The Long Term Care Ombudsman program works to ensure that our community members who live in facilities are afforded the same right to be treated respectfully and to feel safe in their home as non-facility residents in our community have come to expect. *Measure Z* is about the safety of all our citizens, regardless of age or residence.

Prior Year Results: If your request is a continuation of a program funded with *Measure Z* in FY 15-16, please provide the results of implementation. (*one page maximum*)

We have made good progress over the first 7 months of the 2015-16 *Measure Z* grant period. We investigated three separate incidents of alleged elder abuse in three different law enforcement jurisdictions. In two of the incidents we interviewed the resident about the reported abuse and shared information with law enforcement. This relieved law enforcement from conducting their own independent investigations. We gave law enforcement the information needed to complete their reporting requirements and pursue a criminal investigation, if warranted. We provided the necessary investigation to bring one case to prosecution.

The Ombudsman Coordinator has been able to increase the number of public presentations about abuse in facilities, completed cross-training with adult protective services staff and met numerous times with both the Humboldt County Sheriff's office and Fortuna Police Department to establish memorandums of understanding and clarify how the Ombudsman can assist their departments by doing these facility-based investigations and helping law enforcement stay on the street.

Program Budget: attached

I declare under penalty of perjury under the laws of the State of California that the above statements and all attachments are true and correct

DATE: 2/13/16

SIGNATURE: 

SUBMIT THIS APPLICATION TO:

Humboldt County Citizens' Advisory Committee on Measure Z Expenditures
c/o County Administrative Office
825 Fifth Street, Suite 111
Eureka, CA 95501-1153.

**OMBUDSMAN and ELDER ABUSE
PROPOSED BUDGET
FISCAL YEAR 2016 - 2017**

	PROPOSED BUDGET 2016 - 2017
EXPENSES:	
PERSONNEL	
Wages	51,378
FICA	4,500
SUI	700
Health Insurance	510
Workers Comp	450
SEP IRA	0
TOTAL PERSONNEL	57,538
Travel - See TRAVEL tab for detail	2,500
See OTHER COSTS tab for detail:	
Training	975
Equipment	294
Office supplies	1,176
Postage	150
Printing	1,100
Copier	181
Volunteer Recognition	1,235
Volunteer Mileage	1,050
Memberships & Publications	275
Advertising	300
Live Scans	160
TOTAL TRAVEL & OTHER COSTS	9,396
See FACILITY tab for detail:	
Rent	4,792
Utilities	548
Telephone, Internet, Fax	1,089
Repair and maintenance	694
Property Insurance - 7th St. Bldg.	189
Property Taxes - 7th St. Bldg.	1,058
TOTAL FACILITY COSTS	8,370
TOTAL DIRECT COSTS	75,304
OH Allocation to Total Direct Costs	16%
ALLOCATED OVERHEAD	12,049
TOTAL EXPENSES	87,353
REVENUES:	
Federal Funds IIIB	19,487
Federal Funds VIIA	24,381
General Funds IIIB	5,978
Public Health L & C	2,392
Special Deposit Fund (SDF)	9,670
SNF/QAF Fund	11,358
Federal Funds VIIB	2,635
Donations	1,000
County of Humboldt - Measure Z	10,452
TOTAL REVENUES	87,353
REVENUES LESS EXPENDITURES	0

EXHIBIT B
QUARTERLY AND FINAL SUMMARY REPORT

Area 1 Agency on Aging
Fiscal Year 2016-2017

1. DUE DATES:

Quarterly reports are due one month after the end of each quarter. Quarterly reports will be based on COUNTY fiscal year quarters. The table below shows each fiscal year quarter and the report due dates. A1AA must submit a quarterly report for each quarter in which the contract is active. The Final Summary Report is due one month after completion of the contract term.

Quarter	Dates Included	Date Report Due to County
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 Summary Report	Based on contract term	One month after term end

2. SUBMISSION OF REPORTS:

All reports should be emailed to cao@co.humboldt.ca.us or sent by U.S. mail to the following address:

COUNTY: Humboldt County Administrative Office
825 Fifth Street, Room 112
Eureka, California 95501

EXHIBIT C
QUARTERLY AND FINAL REPORT FORM
Area 1 Agency on Aging
Fiscal Year 2016-2017

COUNTY OF HUMBOLDT – MEASURE Z
Report Form



Organization Name: _____ **Report Date:** _____

Contact Name: _____ **Phone:** _____

Please attach a narrative report addressing the items outlined in section I below. Feel free to attach any other relevant materials or reports.

I. QUARTERLY NARRATIVE (please attach a maximum of 1 page, exclusive of attachments)

A. Results/Outcomes

- 1. Please describe the Measure Z activities completed and/or total numbers served or reached.
- 2. What difference did Measure Z funding make in our community and for the population you are serving? Please discuss evidence of effect (e.g., community indicators, outcomes, etc.). *If you have evaluation materials that document outcomes and impacts of your work, feel free to attach them in lieu of answering this or other questions.*
- 3. Describe any unanticipated impacts of receiving Measure Z funding, positive or negative, not already described above.

II. FINAL SUMMARY REPORT (please attach a maximum of 2 pages, exclusive of attachments)

A. Lessons Learned

- 1. Describe what you learned based on the results/outcomes you reported in Section A above and what, if any, changes you will make based on your results/outcomes.
- 2. What overall public safety improvements has your organization seen as a result of receiving Measure Z funding?

ATTACHMENT II - EXHIBIT D
Budget
Agency Name

Invoice Date: _____

Invoice # MZ- _____

Invoice Period: _____

Descriptions	Amounts	Approved Budget	Remaining Balance	
A. Personnel Costs				
Title: Salary and Benefits Calculation:			0.00	
Duties Description:				
Title: Salary and Benefits Calculation:			0	
Duties Description:				
Title: Salary and Benefits Calculation:			0	
Duties Description:				
Title: Salary and Benefits Calculation:			0	
Duties Description:				
Total Personnel:		0.00	0.00	0.00
B. Operational Costs (Rent, Utilities, Phones, etc.)				
Title:				
Description:				
Title:				
Description:				
Title:				
Description:				
Title:				
Description:				
Total Operating Costs:		0	0	0
C. Consumables/Supplies (Supplies and Consumables should be separate)				
Title:				
Description:				
Title:				
Description:				
Title:				
Description:				
Title:				
Description:				
Total Consumable/Supplies:		0	0	0

ATTACHMENT II - EXHIBIT D

Budget

Agency Name

Invoice Date: _____

Invoice # MZ- _____

Invoice Period: _____

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

ATTACHMENT II - EXHIBIT E

Measure Z - Invoice

Agency Name Coordinator/Contact Address Phone
--

Invoice Date: _____

Invoice # MZ- _____

Invoice Period: _____

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

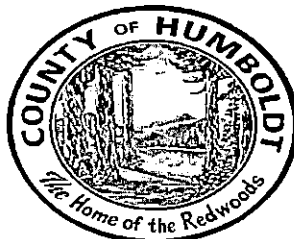
I certify that the information provided above is, to the best of my knowledge, complete and accurate; the expenditures are in accordance with the approved Agreement cited for services provided under the provision of that agreement. Full justification and backup records for the expenditures are maintained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

Signature and date: _____

Print Name and Title: _____

Send invoice to:

COUNTY OF HUMBOLDT
 County Administrative Office
 825 Fifth Street, Room 112
 Eureka Ca 95501



(707) 445-7266

_____ Date

_____ Date