



AGENDA ITEM NO.
C-13

COUNTY OF HUMBOLDT

For the meeting of: April 22, 2014

Date: April 3, 2014

To: Board of Supervisors

From: Phillip R. Crandall, Director *Working for Phillip R. Crandall*
Department of Health and Human Services – Social Services

Subject: Approve Agreement with Area 1 Agency on Aging to provide Older Americans Act activities.

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve Agreement with Area 1 Agency on Aging to assist the Department of Health and Human Services (DHHS)- Social Services to provide Older Americans Act activities; and
2. Authorize the Chair to execute three (3) copies of the Agreement (Attachment 1); and
3. Direct the Clerk of the Board to route two (2) fully executed copies of the Agreement to the DHHS-Contract Unit for forwarding to DHHS-Social Services Administration.

SOURCE OF FUNDING:

Social Services Fund 1160

DISCUSSION:

The Area 1 Agency on Aging (A1AA) is designated by the State of California to administer Older Americans Act and Older Californians Act funding for Humboldt and Del Norte Counties. The federal funding for this program is not designed to provide 100 % funding so both Counties agreed to provide

Prepared by Connie Beck, Assistant Director, DHHS

CAO Approval *Amey Olsen*

REVIEW:	<i>msk</i>	County Counsel	<i>[Signature]</i>	Personnel	<i>[Signature]</i>	Risk Manager	<i>[Signature]</i>	Other
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TYPE OF ITEM:

Consent

Departmental

Public Hearing

Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

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

Ayes *Sundberg, Lordace, Bohn, Fennell, Bass*

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: *April 22, 2014*

By: *[Signature]*

funding to help administer these programs.

With the execution of this Agreement, Area 1 Agency on Aging will continue to administer the activities under the Older Americans Act which include preparing an area plan for Humboldt County. A1AA will provide contract monitoring for congregate and home delivered meals and legal services, collect data from sub-contractors and report to the California Department of Aging, and serve as an advocate for older individuals in Humboldt County.

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

This Agreement inadvertently comes late to the Board; due to the Affordable Care Act (ACA) it became apparent to DHHS that the Agreement would be necessary. The subsequent negotiation and development of the Agreement required time.

FINANCIAL IMPACT:

The costs associated with this Agreement have been budgeted in the approved Fiscal Year 2013/2014 Budget in fund 1160, Budget Unit 511 in the amount of \$81,656.00. 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:

Area 1 Agency on Aging.

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board can choose not to approve the Agreement for the Older Americans Act activities. This is not recommended.

ATTACHMENTS:

Attachment 1: Agreement with Area 1 Agency on Aging (3 copies).

AGREEMENT FOR SERVICES

This Agreement is made and entered into this 22nd day of April, 2014, by and between the County of Humboldt (hereinafter, COUNTY), a political subdivision of the State of California, and Area 1 Agency on Aging (hereinafter, CONTRACTOR), a not for profit corporation.

RECITALS

WHEREAS, COUNTY, requires an area service plan relating to services and support for elderly Americans in Humboldt County; and

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

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the period; and

WHEREAS, CONTRACTOR is an agency with employees qualified to perform such services.

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

1. SCOPE OF SERVICES/DESCRIPTION OF SERVICES

CONTRACTOR agrees to provide all of the services described in Exhibit A, consisting of one (1) page, attached hereto and incorporated by reference. Said exhibit describes the work to be performed by CONTRACTOR under this Agreement.

2. NO TERMS NOT INCLUDED:

This agreement contains all the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety

any all prior agreements of the parties.

3. 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.

4. TERM

This Agreement shall commence upon July 30, 2013 and terminate on June 30, 2014.

5. COMPENSATION

CONTRACTOR agrees that the total maximum compensation for services and costs under this Agreement shall be Eighty-One Thousand, Six Hundred Fifty-Six Dollars (\$81,656) as set forth in the Budget attached hereto as Exhibit B, consisting of two (2) pages, and incorporated by reference. The CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount.

6. PAYMENT

Upon final approval of Agreement by COUNTY, CONTRACTOR will submit an invoice to COUNTY for payment. COUNTY will pay CONTRACTOR up to the maximum dollar amount of Eighty-One Thousand, Six Hundred Fifty-Six Dollars (\$81,656) for services provided by CONTRACTOR under Exhibit A-

Scope of Services, attached hereto and incorporated by reference. Payment for services will be made within thirty (30) days after final execution of this Agreement by COUNTY.

7. TERMINATION FOR REDUCTION OR 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.

8. 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.

9. TERMINATION FOR CONVENIENCE

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 (2) days after deposit in the United States mail, postage prepaid, and addressed as set forth in Paragraph 12, Notices.

10. 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.

11. NOTICES

Notices shall be given to COUNTY at the following address:

Director
Humboldt County Department of Health & Human Services
507 F Street, Eureka, CA 95501

Notices shall be given to CONTRACTOR at the following address:

Maggie Kraft, MSW, Executive Director
Area 1 Agency on Aging
434 7th 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.

12. 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.

13. NO WAIVER OF DEFAULT

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of 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.

14. 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.

16. REPORTING:

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

17. 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.

18. 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.

19. SUBCONTRACTING

CONTRACTOR shall not subcontract any portion of the work required by this Agreement without prior written approval of COUNTY.

20. 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.

21. 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 weapons systems, or nuclear weapons

components as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR becomes a nuclear weapons contractor.

22. 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.

23. 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 §§394 and 395.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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 and Employers Liability Insurance providing workers' compensation benefits as required by the Labor Code of the State of California. Said policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, agents, and employees. In all cases, the above insurance shall include Employers Liability coverage with limits of not less than one million dollars per accident for bodily injury and disease.

4. Professional liability insurance/errors and omission coverage including coverage in an amount no less than One Million Dollars (\$1,000,000) for each occurrence (Three Million Dollars (\$3,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which the professional may be exposed to liability. Contractor shall require that the aforementioned professional liability insurance coverage language be incorporated into its contract with any other entity with which it contracts for professional services.

5. Insurance Notices:

County of Humboldt
Attn: Risk Management
825 5th Street, Room 131
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 13. 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 effecting 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 Contract.

- (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.

29. 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.

30. 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.

31. LICENSING

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

32. 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.

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33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first herein above written.

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

By: *Janie Huntwell*

APPROVED AS TO LEGAL FORM:

[Signature]
County Counsel

APPROVED AS TO INSURANCE:

[Signature]
Risk Manager

COUNTY OF HUMBOLDT:

[Signature]
Chair, of the Board of Supervisors

CONTRACTOR:

Warlene F. Penfold *Naomi Johnson*

Area 1 Agency on Aging FY 13-14

Name

Board Chair

Title

Name

Treasurer

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
Area 1 Agency on Aging – Area Plan Administration

1. Prepare and develop an area plan for Humboldt County. Plan shall be in conformance with California Department of Aging requirements and the Older Americans Act duties and responsibilities of an area agency on aging.
2. Insure that this area plan provides, through a comprehensive and coordinated system, supportive and nutrition services, and assurances that an adequate proportion of the amount allotted for Title B services will be expended in the delivery of the following categories of services:
 - A. Services associated with access to services (transportation, outreach, information and assistance, and case management services)
 - B. In-home services
 - C. Legal Assistance
3. Administer contracts and conduct annual fiscal and programmatic monitoring of subcontractors, specifically for congregate and home delivered meals and legal services.
4. Ensure Older Americans Act funds spent Humboldt County are disbursed in accordance with regulations promulgated by the California Department of Aging.
5. Collect data from subcontractors and in-house services and report to California Department of Aging on a quarterly basis and annual basis.
6. Serve as an advocate for older individuals in Humboldt County by monitoring, evaluating and commenting on policies, programs and community actions which will affect older individuals.
7. Provide regular reports to Humboldt County Board of Supervisors regarding Area Plan Administration activities, Older Americans Act funded services and unmet local senior needs.

**Exhibit B
Budget
Area 1 Agency on Aging – Area Plan Administration
Fiscal Year 2013-2014**

EXPENSES

PERSONNEL

Wages	42,721
FICA	3,234
SUI	422
Workers Comp	292
Health Insurance	2,386
Retirement	0
TOTAL PERSONNEL	49,055

OTHER COSTS

Travel	460
Staff training	254
Expendable equipment	86
Consultants	4,805
Software	1,792
Office Supplies	178
Postage	103
Printing	34
Copier	667
Memberships and publications	1,118
Advertising	247
Outreach	21
Volunteer mileage	386
Audit	4,532
Insurance	1,010
Filing fees, live scans	67
TOTAL OTHER COSTS	15,760

FACILITY COSTS:

Rent	3,333
Utilities	428
Telephone, Internet, Fax	276
Repair and maintenance	710

Property Insurance - 7th St. Bldg.	111
Property Taxes - 7th St. Bldg.	720
TOTAL FACILITY COSTS	5,578
TOTAL EXPENSES - DIRECT	70,393
OH Allocation to Total Direct Costs	16%
ALLOCATED OVERHEAD	11,263
TOTAL EXPENSES	81,656
REVENUES	
Humboldt Co. - AAA Support	81,656
TOTAL REVENUES	81,656
REVENUES LESS EXPENDITURES	(0)

CONTRACTOR agrees that the total maximum compensation for services and costs under this Agreement shall be Eighty-One Thousand, Six Hundred Fifty-Six Dollars (\$81,656).

CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount.

Upon final approval of Agreement by COUNTY, CONTRACTOR will submit an invoice to COUNTY for payment. COUNTY will pay CONTRACTOR up to the maximum dollar amount of Eighty-One Thousand, Six Hundred Fifty-Six Dollars (\$81,656) for services provided by CONTRACTOR under Exhibit A-Scope of Services.

Payment for services will be made within thirty (30) days after final execution of this Agreement by COUNTY.