



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C6

For the meeting of: March 20, 2018

Date: March 6, 2018
To: Board of Supervisors
From: Amy S. Nilsen, County Administrative Officer *AN*
Subject: Measure Z Memorandum of Understanding with Alcohol Drug Care Services

RECOMMENDATION(S):

That the Board of Supervisors:

1. Authorize the Chair of the Board to execute Memorandum of Understandings (MOU) with Alcohol Drug Care Services (ADCS) for Measure Z funding, a local half-cent sales tax; and
2. Direct the Clerk of the Board to return two copies of all of the agreements to the County Administrative Office for processing.

SOURCE OF FUNDING: General Fund – Measure Z

DISCUSSION:

In November of 2014 the citizens of Humboldt County approved Measure Z, a local half-cent local sales and use tax. During the First Quarter Budget Report presented to your Board on Nov. 15, 2016, your Board reserved \$335,000 of unspent Measure Z funding in FY 2016-17 to be used to address alcohol and drug

Prepared by Elishia Hayes

CAO Approval *[Signature]*

REVIEW: Auditor *[Signature]* County Counsel *Sm* Human Resources *[Signature]* Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor *Wilson* Seconded by Supervisor *Bass*

Ayes *Bass, Fennell, Sundberg, Bohn, Wilson*
Nays
Abstain
Absent

PREVIOUS ACTION/REFERRAL:

Board Order No. H-1, F-2, F-1

Meeting of: 11/15/16, 11/14/17, 2/6/18

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

Dated: 3/20/18
By: *[Signature]*
Kathy Hayes, Clerk of the Board

services. On Nov. 14, 2017, your Board allocated \$40,000 of that funding for the City of Eureka's MIST program for detox and housing services, leaving an earmarked balance of \$295,000 available for allocation. Your Board determined funding would be held for any proposal that addresses alcohol and drug services. The funding was not designated for any one particular agency.

On Jan. 22, 2018, ADCS submitted a proposal to utilize the earmarked funding to provide residential treatment and detoxification services at Waterfront Recovery Services. Waterfront Recovery Services opened on Nov. 1, 2017 and has since admitted 114 people: 78 to detox and 36 to residential treatment. Since opening, the demand for services has greatly outpaced the funds allocated for the current fiscal year. ADCS is requesting \$295,000 of the earmarked Measure Z funding so that Waterfront Recovery Services can continue to treat 40 current clients and provide access to treatment for approximately 60 additional people who are in need of detoxification, and 48 people seeking longer term care.

On February 6, 2018 your Board approved the allocation of \$295,000.00 of Measure Z funding to ADCS to provide residential detoxification and substance use disorder rehabilitation treatment services. Accordingly, attached is a contract with ADCS not to exceed \$295,000.00 for services to be provided from February 6, 2018 to June 30, 2018. ADCS will submit quarterly invoices to the County Administrative Office along with a quarterly report in order to receive reimbursement for expenses. In addition, ADCS will provide an annual report.

This contract comes to your Board after the effective date due to the time in which it took to create and process the contract.

FINANCIAL IMPACT:

The total allocation of Measure Z dollars related to this contracts is \$295,000 and is consistent with the allocation approved by your Board on February 6, 2018.

This agenda item supports the Board's Strategic Framework by enforcing laws and regulations to protect residents, creating opportunities for improved health and safety and protecting vulnerable populations.

OTHER AGENCY INVOLVEMENT:

None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not to approve this contract. This is not recommended as this will leave ADCS without any way to receive the Board approved allocation of Measure Z funding.

ATTACHMENTS:

1. Alcohol Drug Care Services Memorandum of Understanding

Attachment 1:
Alcohol Drug Care Services Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF HUMBOLDT
AND
ALCOHOL DRUG CARE SERVICES, INC.
FOR FISCAL YEAR 2017-2018**

This Memorandum of Understanding ("MOU"), entered into this 20th day of March, 2018, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Alcohol Drug Care Services, Inc., a nonprofit corporation, hereinafter referred to as "ADCS," 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 January 22, 2018, ADCS submitted a proposal to the Humboldt County Board of Supervisors requesting an allocation of previously apportioned Measure Z funding in the amount of Two Hundred Ninety-Five Thousand Dollars (\$295,000.00) for the purpose of paying the costs and expenses associated with providing residential detoxification and substance use disorder rehabilitation treatment services to Humboldt County residents at the Waterfront Recovery Services facility, which is attached hereto as Exhibit A – Proposal for Measure Z Funding – and incorporated herein by reference; and

WHEREAS, on February 6, 2018, the Humboldt County Board of Supervisors approved the allocation of the requested Measure Z funds in the amount of Two Hundred Ninety-Five Thousand Dollars (\$295,000.00) through June 30, 2018; and

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

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 ADCS with an amount not to exceed Two Hundred Ninety-Five Thousand Dollars (\$295,000.00) for the purpose of paying the costs and expenses associated with providing residential detoxification and substance use disorder rehabilitation treatment services to Humboldt County residents at the Waterfront Recovery Services facility.

2. ADCS OBLIGATIONS:

- A. Residential Detoxification and Rehabilitation Treatment Services. ADCS will provide residential detoxification and substance use disorder rehabilitation treatment services to Humboldt County residents at its Waterfront Recovery Services facility as set forth in Exhibit A – Proposal for Measure Z Funding.
- B. Quarterly and Final Reports. ADCS 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. Social Media. ADCS will post summaries of the information contained in the quarterly and final reports submitted pursuant to the terms and conditions of this MOU on ADCS-maintained social media accounts as set forth in Exhibit D – Social Media Reporting Requirements – which is attached hereto and incorporated herein by reference. For purposes of this MOU, social media includes, but is not limited to, Facebook, Twitter, Instagram and Snapchat.
- D. Recognition of Measure Z Funding. ADCS 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 February 6, 2018 and shall remain in full force and effect until June 30, 2018, unless sooner terminated as provided herein.

4. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, ADCS 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 ADCS. 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 ADCS seven (7) days advance written notice of its intent to terminate this MOU due to insufficient funding.

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D. Compensation Upon Termination. In the event this MOU is terminated, ADCS shall be entitled to compensation for uncompensated costs and expenses incurred pursuant to the terms and conditions of this MOU 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 ADCS.

5. COMPENSATION:

A. Maximum Amount Payable. The maximum amount payable by COUNTY for costs and expenses incurred pursuant to the terms and conditions of this MOU is Two Hundred Ninety-Five Thousand Dollars (\$295,000.00). ADCS agrees to perform all of its obligations hereunder 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 hereunder, or terminate this MOU as provided herein.

B. Schedule of Rates. The specific rates and costs applicable to this MOU are set forth in Exhibit E – Schedule of Rates – which is attached hereto and incorporated herein by reference.

C. Additional Costs and Expenses. Any additional costs and expenses not otherwise provided for herein shall not be incurred by ADCS, 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 ADCS. ADCS shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which ADCS estimates that the maximum payable amount will be reached.

6. PAYMENT:

ADCS shall submit to COUNTY quarterly invoices itemizing all costs and expenses incurred pursuant to the terms and conditions of this MOU. Invoices shall be in the format set forth in Exhibit F – Measure Z Invoice Form – which is attached hereto and incorporated herein by reference. ADCS shall submit a final invoice for payment within thirty (30) days following the expiration or termination of this MOU. Payment for the 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 ADCS 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

ADCS: Alcohol Drug Care Services, Inc.
Attention: John B. McManus, Executive Director
2109 Broadway, Suite A
Eureka, California 95501

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. ADCS agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the costs and expenses incurred pursuant to the terms and conditions of this MOU, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, 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 costs and expenses incurred 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 ADCS, and its subcontractors, related to the costs and expenses incurred pursuant to the terms and conditions of this MOU, 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 the date of final payment hereunder. ADCS hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. ADCS further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this 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 costs and expenses incurred 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 ADCS' documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

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

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this MOU, ADCS may receive information that is confidential under local, state or federal law. ADCS 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, ADCS 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. ADCS further assures that it 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.

12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

ADCS certifies by its signature below that it is not a Nuclear Weapons Contractor, in that ADCS 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. ADCS 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 ADCS subsequently becomes a Nuclear Weapons Contractor.

13. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. ADCS 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, ADCS' 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 ADCS from liability under this provision. This provision shall apply to all claims for damages related to ADCS' performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by ADCS hereunder.

14. INSURANCE REQUIREMENTS:

This MOU shall not be executed by COUNTY, and ADCS 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 ADCS' indemnification obligations provided for herein, ADCS 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 ADCS and its agents, officers, directors, employees, 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 (1) incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
 - 2. Automobile/Motor Liability Insurance with a limit of liability 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 ADCS may be exposed to liability. ADCS 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 ADCS. 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 ADCS 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 (1) insured shall not operate to impair the rights of one (1) 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 (1) insured shall not operate to increase the limits of the insurer’s liability.
4. For claims related to this MOU, ADCS’ insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to ADCS’ insurance and will not be used to contribute therewith.
5. Any failure to comply with the provisions of this MOU shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
6. ADCS 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 ADCS does not keep all required policies in

full force and effect, COUNTY may, in addition to other available remedies, take out the necessary insurance, and ADCS 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 ADCS 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 ADCS 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

ADCS: Alcohol Drug Care Services, Inc.
Attention: John B. McManus, Executive Director
2109 Broadway, Suite A
Eureka, California 95501

15. RELATIONSHIP OF PARTIES:

It is understood that this MOU is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association. Both parties further agree that ADCS 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. ADCS 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:

ADCS agrees to comply with any and all local, state and federal laws and regulations applicable to ADCS' performance hereunder. ADCS further agrees to comply with any and 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 ADCS. 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 ADCS shall promptly refund, any funds disbursed thereto, which COUNTY determines were not expended in accordance with the terms of this MOU.

23. STANDARD OF PRACTICE:

ADCS 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. ADCS' 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 ADCS shall become the property of COUNTY. However, ADCS may retain copies of such documents and information for its records. In the event this MOU

is terminated, for any reason whatsoever, ADCS shall promptly turn over all such 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 ADCS suggested language, and a Measure Z Logo, for all press releases. In addition, ADCS 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:

ADCS shall obtain prior written approval from COUNTY before subcontracting any of the obligations set forth herein. 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. ADCS 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 (1) 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 their 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.

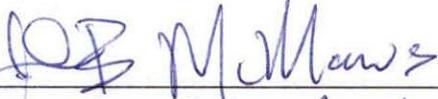
[Signatures on following page]

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.

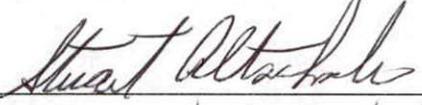
ALCOHOL DRUG CARE SERVICES, INC.:

By: 

Date: 2/16/2018

Name: John B. McManus

Title: Executive Director

By: 

Date: 2/20/18

Name: Stuart Altschuler

Title: Board Chair

COUNTY OF HUMBOLDT:

By: 

Date: 3/20/18

Ryan Sundberg
Chair, Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 3/9/18

LIST OF EXHIBITS:

- Exhibit A – Proposal for Measure Z Funding
- Exhibit B – Quarterly and Final Summary Reports
- Exhibit C – Quarterly and Final Report Form
- Exhibit D – Social Media Reporting Requirements
- Exhibit E – Schedule of Rates
- Exhibit F – Measure Z Invoice Form

ADCS

January 22, 2018

Request To The Humboldt County Board of Supervisors:

**ALCOHOL DRUG
CARE SERVICES,
INC.**

A 501 (c) (3)
Corporation

**ADMINISTRATIVE
OFFICES**

2109 Broadway
Suite A
Eureka, CA 95501
Admin: 707-445-1391
Fax: 707-445-2599

**WATERFRONT
RECOVERY
SERVICES**

2413 2nd Street
Eureka, CA 95501
(707) 269-0595

SERENITY INN

2109 Broadway
Eureka, CA 95501
Phone: 707-442-4815
Fax:445-2599

I am writing on behalf of Alcohol Drug Care Services, Inc. to request funding to continue providing residential treatment and detoxification services for those in the greatest need in our community at Waterfront Recovery Services.

Waterfront Recovery Services opened on November 1, 2017 and in the first two months of operations admitted 114 people – 78 to detox and 36 directly to residential treatment. We have been astonished at the demand for the medically managed services that we provide. WRS operates as a fee for service program and one funding stream is voter-approved Measure Z which is integral to supporting the health and well-being of our community. These funds are used for those who are homeless and at risk in our community. Working with our community partners, Measure Z funding allowed Street Outreach Services, MIST, EPD, and Humboldt County AOD to refer clients in immediate need for services.

The demand for services has greatly outpaced the funds that were allocated for fiscal year 2017/2018, which was unanticipated. We are writing to request funding for those that have already receiving treatment beyond our yearly allocation, as well as funding to continue to provide services to those in need.

We are requesting \$295,000 to continue to provide services for those most in need in our community. This request includes \$41,500 in payment for the roughly 40 clients who have already received care beyond our yearly allocation. The remaining funding will allow access to treatment for roughly 60 of those seeking detoxification (60 x \$175 x 7 day stay x 60=\$73,500) and 48 seeking longer term care (48 clients x \$125 per day x 30 days =\$180,000) for a total of \$295,000 We have increased our rate due to the higher operating costs for a medically managed facility (Medical Director, Registered Nurses, Psychologist, and increased staffing levels).

ADCS

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Waterfront Recovery Services, a partnership between Alcohol Drug Care Services, Inc. and the Redwood Community Action Agency, is a 56 bed medically managed residential treatment program with 20 beds of medically managed detox. The program was designed in response to meet the many needs of the high acuity clients in our area; divert clients from local emergency rooms, divert some from Sempervirens, and to pursue Drug Medi-Cal certification. Waterfront Recovery Services facility and program meets Drug Medi-Cal compliance standards and the application is almost completed and ready to be sent to the California DHCS to begin the certification process.

Addiction psychiatrist Dr. Ruby Bayan, our Medical Director, leads a multi-disciplinary team including RNs, detox techs, SUD counselors, and housing /care coordination specialists. The detoxification process follows CIWA (Clinical Institute Withdrawal Assessment for Alcohol) and COWS (Clinical Opiate Withdrawal Scale) protocols and has been used with positive effect, providing a safer and comfortable course of treatment. Withdrawal and detoxification symptoms are aggressively managed including the use of rapid-taper buprenorphine for opiate withdrawal. Medication protocols have also been implemented for the safe, comfortable and stable detoxification from methamphetamine.

Dr. Kat Willis, a psychologist, serves as our clinical director with a focus on treating individuals in a holistic and comprehensive manner. The Clinical program for WRS is based on the American Society of Addiction Medicine's (ASAM) patient placement and continued stay criteria. Our curriculum pulls from multiple evidence based treatment sources including Seeking Safety, Matrix System, and Interactive journaling through the Change Company. Educational groups are offered on a wide variety of topics, including the neurobiology of addiction, nutrition and diet, and 12 steps. Three times a week, there is a 90-minute education group for everyone with topics such as the Doctor's Lecture on the brain and addiction, triggers and responses, grief, trauma and its impact on addictive disease and alternative methods for

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dealing with pain, depression and anxiety. We have lectures on sensory motor work, meditation, and mindfulness.

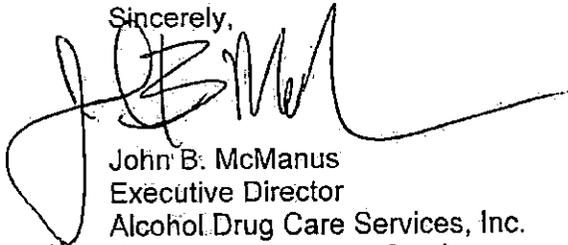
Dr. Willis has also developed and implemented a family program for the loved ones of those participating in treatment. Held on Saturdays, this 90 minute program addresses the family dynamics of addiction and offers strategies and solutions for all of those involved.

Through the partnership with RCAA, program participants receive comprehensive case management and care coordination, including housing, employment, and scholastic assistance. This also includes assistance with finding a primary care physician and access to mental health services. Program participants may also have opportunities to learn job skills in the commercial kitchen and grow and prepare organic vegetables (which are grown on site).

Measure Z funding is integral to providing treatment to those in our community that are most in need of our services, and our services our critical to the health, well-being, and safety of our community. Every addict rehabilitated is one less person committing crimes in our community, one less person draining community resources, and one less person not reaching their full potential.

Thank you very much for your time and consideration.

Sincerely,



John B. McManus
Executive Director
Alcohol Drug Care Services, Inc.
Waterfront Recovery Services

EXHIBIT B
QUARTERLY AND FINAL SUMMARY REPORT
 Alcohol Drug Care Services, Inc.
 Fiscal Year 2017-2018

1. DUE DATES:

Quarterly reports are due one (1) 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. ADCS must submit a quarterly report for each quarter in which the contract is active. The Final Summary Report is due one (1) 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 MOU term	One (1) month after MOU expiration

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
 Attention: Elishia Hayes, Senior Administrative Analyst
 825 Fifth Street, Room 112
 Eureka, CA 95501

EXHIBIT C
QUARTERLY AND FINAL REPORT FORM
Alcohol Drug Care Services, Inc.
Fiscal Year 2017-2018

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?

EXHIBIT D
SOCIAL MEDIA REPORTING REQUIREMENTS
Alcohol Drug Care Services, Inc.
Fiscal Year 2017-2018

1. DUE DATES:

ADCS will post Measure Z updates on ADCS-maintained social media accounts within two (2) weeks of submitting quarterly and final reports to COUNTY pursuant to the terms and conditions of this MOU.

2. SOCIAL MEDIA ACCOUNT IDENTIFICATION:

Measure Z updates posted on social media accounts shall clearly identify the agency receiving Measure Z funds and the projects funded by the Measure Z funds that have been allocated thereto. Please indicate below the social media account(s) where ADCS will post Measure Z updates:

Social Media (*ie, Facebook*) Account Name (*ie, County of Humboldt – Government*)

3. CONTENT OF SOCIAL MEDIA POSTS:

The social media posts required pursuant to the terms and conditions of this MOU are meant to inform the public of progress with projects funded by Measure Z. As such, ADCS' social media posts should summarize the content included in each of the quarterly final reports submitted to COUNTY. Such posts can be done in text or video.

Posts will include “#MeasureZ” on Twitter and Facebook to help the public identify Measure Z posts.

Example Facebook post:

“#MeasureZ update: Over the last quarter we [____ brief description of Measure Z activities completed and/or total numbers served____]. During our efforts this quarter we've seen [____ brief description of the difference Measure Z funding has made in our community and for the population you are serving____].

ATTACHMENT II - EXHIBIT E
Budget
Agency Name

Invoice Date: 2/14/17

Invoice # MZ- _____

Invoice Period: 2-6-18 to 6-30-18

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
B. Operational Costs (Rent, Utilities, Phones, etc.)			
Title: Residential Treatment			
Description: 48 people served at rate of \$125 per day x 30 days	180,000.00		
Title: Dedox Treatment			
Description: 60 people served at rate of \$175 per day x 7 days	73,500.00		
Title: Continued treatment for current clients			
Description: 41 people to continue treatment	41,500.00		
Title:			
Description:			
Total Operating Costs:		295000	0
C. Consumables/Supplies (Supplies and Consumables should be separate)			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Total Consumable/Supplies:		0	0

ATTACHMENT II - EXHIBIT E
 Budget
 Agency Name

Invoice Date: 2/14/17

Invoice # MZ- _____

Invoice Period: 2-6-18 to 6-30-18

Descriptions	Amounts	Approved Budget	Remaining Balance
D. Transportation/Travel (Local and Out-of-County should be separate)			
Title: _____			
Description: _____			
Title: _____			
Description: _____			
Title: _____			
Description: _____			
Total Transportation/Travel Costs:		0	0 0
E. Fixed Assets			
Title: _____			
Description: _____			
Title: _____			
Description: _____			
Total Other Costs:		0	0 0
Invoice Total:		295,000.00	

ATTACHMENT II - EXHIBIT F

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



_____ Date

_____ Date

(707) 445-7266

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT
FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II – WHO IS AN INSURED is amended to include any public entity as an additional insured for whom you are performing operations when you have agreed in a written contract or written agreement that such public entity be added as an additional insured(s) on your policy, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf; in the performance of your ongoing operations.

No such public entity is an additional insured for liability arising out of the “products-completed operations hazard” or for liability arising out of the sole negligence of that public entity.

B. With respect to the insurance afforded to these additional insured(s), the following additional exclusions apply.

This insurance does not apply to “bodily injury” or “property damage” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of “your work” out of which injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. The following is added to **SECTION III – LIMITS OF INSURANCE:**

The limits of insurance applicable to the additional insured(s) are those specified in the written contract between you and the additional insured(s), or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

D. With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in **c.** below; or
- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)’ own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph b. below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE**.
 - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.



A Head for Insurance. A Heart for Nonprofits.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

Where you are so required in a written contract or agreement currently in effect or becoming effective during the term of this policy, we waive any right of recovery we may have against that person or organization because of payments we make for injury or damage.



ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION

BROKER COPY

REP 14
9059450-17
RENEWAL
NA
3-54-56-65
PAGE 1 OF 2

HOME OFFICE
SAN FRANCISCO

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

EFFECTIVE JULY 1, 2017 AT 12.01 A.M.
AND EXPIRING JULY 1, 2018 AT 12.01 A.M.

ALCOHOL/DRUG CARE SERVICE'S, INC

2109 BROADWAY # A
EUREKA, CA 95501

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING,
IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND
WAIVES ANY RIGHT OF SUBROGATION AGAINST,

CITY OF EUREKA

WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS
POLICY IN CONNECTION WITH WORK PERFORMED BY,

ALCOHOL/DRUG CARE SERVICE'S, INC

IT IS FURTHER AGREED THAT THE INSURED SHALL MAINTAIN
PAYROLL RECORDS ACCURATELY SEGREGATING THE REMUNERATION
OF EMPLOYEES WHILE ENGAGED IN WORK FOR THE ABOVE
EMPLOYER.

IT IS FURTHER AGREED THAT PREMIUM ON THE EARNINGS OF SUCH
EMPLOYEES SHALL BE INCREASED BY 03%.

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

JULY 5, 2017

2570

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO



ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION

BROKER COPY

REP 14
9059450-17
RENEWAL
NA
3-54-56-65
PAGE 2 OF 2

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AND EXPIRING JULY 1, 2018 AT 12.01 A.M.

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EUREKA, CA 95501

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COUNTY OF HUMBOLDT

WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS
POLICY IN CONNECTION WITH WORK PERFORMED BY,

ALCOHOL/DRUG CARE SERVICE'S, INC

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COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

JULY 5, 2017

2570

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO