

**Attachment 1:
Area One Agency on Aging Memorandum of Understanding**

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF HUMBOLDT
AND
AREA 1 AGENCY ON AGING
FOR FISCAL YEAR 2017-2018**

This Memorandum of Understanding ("MOU"), entered into this 24th day of October, 2017, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the Area 1 Agency on Aging, a California non-profit corporation, hereinafter referred to as "A1AA," is made upon the following considerations:

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

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

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

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

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

WHEREAS, on February 16, 2017, A1AA submitted a Measure Z application to the Citizens' Advisory Committee requesting an allocation in the amount of Seventy-Four Thousand Forty-Five Dollars (\$74,045.00) for the purpose of paying the costs and expenses associated with employing an elder ombudsman to advocate for Humboldt County residents in long-term care settings and investigate allegations of elder abuse and neglect and providing local matching funds to help secure additional federal and state funding for the provision of services mandated by the Older Americans Act, which is attached hereto as Exhibit A – Application for Measure Z Funding – and incorporated herein by reference; and

WHEREAS, on June 27, 2017, the Humboldt County Board of Supervisors approved the Measure Z application submitted by A1AA in the amount of Forty-Five Thousand Dollars (\$45,000.00) through June 30, 2018; and

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

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

1. COUNTY OBLIGATIONS:

COUNTY will provide A1AA with an amount not to exceed Forty-Five Thousand Dollars (\$45,000.00) for the purpose of paying the costs and expenses associated with employing an elder ombudsman to advocate for Humboldt County residents in long-term care settings and investigate allegations of elder abuse and neglect and providing local matching funds to help secure additional federal and state funding for the provision of services mandated by the Older Americans Act .

2. A1AA OBLIGATIONS:

- A. Advocacy and Investigative Services. A1AA will employ an elder ombudsman to advocate for Humboldt County residents in long-term care settings and investigate allegations of elder abuse and neglect as set forth in Exhibit A – Application for Measure Z Funding.
- B. Provision of Local Matching Funds. A1AA will provide local matching funds to help secure additional federal and state funding for the provision of services mandated by the Older Americans Act as set forth in Exhibit A – Application for Measure Z Funding.
- C. Quarterly and Final Reports. A1AA will provide quarterly and final reports to COUNTY as set forth in Exhibit B – Quarterly and Final Summary Reports – which is attached hereto and incorporated herein by reference. Any and all quarterly and final reports required hereunder shall be prepared using COUNTY’s standard Measure Z report form, which is attached hereto as Exhibit C – Quarterly and Final Report Form – and incorporated herein by reference.
- D. Social Media. A1AA will post summaries of the information contained in the quarterly and final reports submitted pursuant to the terms and conditions of this MOU on A1AA-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.
- E. Recognition of Measure Z Funding. A1AA shall cooperate with COUNTY efforts to recognize Measure Z funding. Such recognition may take the form of press releases, photos and adhesives to equipment.

3. TERM:

This MOU shall begin on July 1, 2017 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, A1AA fails to adequately fulfill its obligations hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this MOU, or violates any ordinance, regulation, or other law applicable to its performance herein, COUNTY may terminate this MOU immediately, upon notice.
- B. Without Cause. COUNTY may terminate this MOU without cause upon thirty (30) days advance written notice to A1AA. Such notice shall state the effective date of the termination.

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- C. Insufficient Funding. COUNTY's obligations under this MOU are contingent upon the availability of local funding resulting from the sales and use tax established by Measure Z. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this MOU shall be terminated. COUNTY shall provide A1AA seven (7) days advance written notice of its intent to terminate this MOU due to insufficient funding.
- D. Compensation Upon Termination. In the event this MOU is terminated, A1AA shall be entitled to compensation for uncompensated 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 A1AA.

5. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for the costs and expenses incurred pursuant to the terms and conditions of this MOU is Forty-Five Thousand Dollars (\$45,000.00). A1AA 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. A1AA shall set forth the specific rates and costs applicable to this MOU using COUNTY's standard Measure Z budget form, which is attached hereto as Exhibit E – Schedule of Rates – 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 A1AA, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of A1AA. A1AA shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which A1AA estimates that the maximum payable amount will be reached.

6. PAYMENT:

A1AA shall submit to COUNTY quarterly invoices itemizing all 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. A1AA shall submit a final undisputed invoice for payment within thirty (30) days following the expiration or termination date 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 A1AA shall be sent to COUNTY at the following address:

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

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7. NOTICES:

Any and all notices required to be given pursuant to the terms of this MOU shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Administrative Office
Attention: Amy S. Nilsen, County Administrative Officer
825 Fifth Street, Room 112
Eureka, California 95501

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

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. A1AA agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the 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 A1AA, 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. A1AA 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. A1AA 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 A1AA's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

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9. MONITORING:

A1AA agrees that COUNTY has the right to monitor all activities related to this MOU, including, without limitation, the right to review and monitor A1AA's records, programs or procedures, at any time, as well as the overall operation of A1AA's programs, in order to ensure compliance with the terms and conditions of this MOU. A1AA will cooperate with a corrective action plan, if deficiencies in A1AA's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of A1AA's performance hereunder.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this MOU, A1AA may receive information that is confidential under local, state or federal law. A1AA hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that local, state and federal laws, regulations, and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this MOU, A1AA, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. A1AA further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil

Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated herein by reference as if set forth in full.

12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

A1AA certifies by its signature below that it is not a Nuclear Weapons Contractor, in that A1AA is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. A1AA agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this MOU if it determines that the foregoing certification is false or if A1AA subsequently becomes a Nuclear Weapons Contractor.

13. INDEMNIFICATION:

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

14. INSURANCE REQUIREMENTS:

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

- A. General Insurance Requirements. Without limiting A1AA's indemnification obligations provided for herein, A1AA shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this MOU, and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in the State of California and with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of A1AA and its agents, officers, directors, employees, 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 A1AA may be exposed to liability. A1AA shall require that such coverage be incorporated into its professional services agreements with any other entities.
- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of A1AA. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
 2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that A1AA

shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.

3. The inclusion of more than one (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, A1AA's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to A1AA's insurance and will not be used to contribute therewith.
 5. A1AA's failure to comply with any provisions of this MOU, including breach of warranties, shall not affect the coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
 6. A1AA shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this MOU. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If A1AA does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this MOU, take out the necessary insurance, and A1AA agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to A1AA under this MOU.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and A1AA shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this MOU shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

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

15. RELATIONSHIP OF PARTIES:

It is understood that this 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 A1AA shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime,

retirement benefits, leave benefits or workers' compensation. A1AA shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

16. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

A1AA agrees to comply with all local, state and federal laws and regulations applicable to A1AA's performance hereunder. A1AA further agrees to comply with all applicable local, state and federal licensure and certification requirements.

17. PROVISIONS REQUIRED BY LAW:

This MOU is subject to any additional local, state and federal restrictions, limitations, or conditions that may affect the provisions, terms or funding of this MOU. This MOU shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

18. REFERENCE TO LAWS AND RULES:

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

19. SEVERABILITY:

If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

20. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by either party in violation of this provision shall be void, and shall be cause for immediate termination of this MOU. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by the parties to obtain supplies, technical support or professional services.

21. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this MOU shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

22. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU. In no event shall any payment by COUNTY constitute a waiver of any breach of this MOU or any default which may then exist on the part of A1AA. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and A1AA shall promptly refund, any funds disbursed to A1AA, which COUNTY determines were not expended in accordance with the terms of this MOU.

23. STANDARD OF PRACTICE:

A1AA warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. A1AA's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

24. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

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

25. AMENDMENT:

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

26. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information, and reports concerning the subject matter of this MOU prepared and/or submitted by A1AA shall become the property of COUNTY. However, A1AA may retain copies of such documents and information for its records. In the event of termination of this MOU, for any reason whatsoever, A1AA shall promptly turn over all 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 A1AA suggested language, and a Measure Z Logo, for all press releases. In addition, A1AA shall inform COUNTY of all requests for interviews by media related to this MOU before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to the Humboldt County Administrative Officer.

29. 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.

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30. SUBCONTRACTS:

A1AA 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. A1AA shall remain legally responsible for the performance of all terms and conditions of this MOU, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

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 its entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this MOU are hereby ratified.

36. AUTHORITY TO EXECUTE:

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

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

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

AREA 1 AGENCY ON AGING:

By: W. Diane Lehman

Date: 9/12/17

Name: W. Diane Lehman

Title: Board Secretary

By: George W. Ingerdian

Date: 9.12.2017

Name: GEORGE W INGERDIAN

Title: CHAIR: B.O.D.

COUNTY OF HUMBOLDT:

By: Virginia Bass

Date: 10/24/17

Virginia Bass
Chair, Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____
Risk Management

Date: _____

LIST OF EXHIBITS:

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



CITIZENS' ADVISORY COMMITTEE ON MEASURE Z EXPENDITURES

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

APPLICATION FOR FUNDING

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

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

Contact Person: Maggie Kraft

Title: Executive Director

Telephone: 707.442.3763

E-mail address: mkraft@a1aa.org

1. AMOUNT OF MEASURE Z FUNDING REQUESTED FOR FY 2017-18: \$74,045

2. ENTITY TYPE -- Please check appropriate box.

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

RECEIVED

FEB 16 2017

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3. Brief description:

The Area 1 Agency on Aging (A1AA) seeks Measure Z funding to protect the safety and wellbeing of Humboldt County seniors by leveraging Older Americans Act funding to continue our Long Term Care Ombudsman Program and the Health Insurance Counseling and Advocacy Program.

A1AA's cost-effective, preventative programs help seniors remain safer, healthier and less likely to be referred to law enforcement and adult protective services for assistance. Our programs focus on maintaining senior health, independence and safety while protecting them from abusive situations and scams.

With the recent closure of a local skilled nursing facility and the threatened closure of two others, Measure Z funding will be used to support the significant increased workload of the county's only Long Term Care Ombudsman. It will also be used to support the recent unexpected increased workload of the Health Insurance Counseling and Advocacy Program, and as local matching funds to draw down additional federal Older Americans Act dollars.

A1AA activities to address senior health and safety needs and draw down federal Older Americans Act matching funds is typically done by county government. In 1980, the nonprofit A1AA accepted these responsibilities on behalf of Humboldt and Del Norte Counties. Measure Z funding will provide essential local match funds to ensure we can continue to draw down state and federal funds necessary to operate critical services. Without additional support, within the next two years the A1AA will be unable to continue services. The state will then ask the counties to conduct these activities, at a greater cost to local taxpayers.

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

A1AA operates on a very lean budget. Our best method for sustaining funding is to continually search for new funds from different resources as they become available, as well as to continue to increase donations from individuals and businesses. Secondary to this is the reduction of spending, whenever possible. We are working with other senior providers and county departments to increase collaborative efforts and sharing of resources to reduce expenditures and find efficiencies. This is an ongoing process.

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

This is a two-year funding request for the continuation of existing services. Current funding sources include state, federal, county health and human services, Measure Z and small grant funds. With the administrative change at the federal level, and the potential for changes in the Affordable Care Act and Medicaid funding, it is difficult for the county and A1AA to predict the financial impact on our local government and other services to our community. Two-year funding will provide time for the A1AA to work with the Department of Health and Human Services and other senior service providers to address the changing financial landscape, coupled with the increase in needs due to the growing Boomer population.

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

Measure Z funding will help provide the local match required to draw down over \$1.28 million in federal and state funding. It should also be noted that the support of the citizens advisory committee and the county Board of Supervisors in providing Measure Z funding helps assure potential grantors and donors that the A1AA is active in pursuing all funding avenues that will help meet our mission of promoting independence and protecting and serving seniors in our community.

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

Attachments:

Proposal Narrative: Brief description of your request for *Measure Z* funds as an essential service or for public safety. (one page maximum)

Measure Z supports the safety of all citizens, regardless of age or residence. Quality healthcare, safe living environments, and protection from financial abuse for our most frail and vulnerable citizens are of vital public safety interest. This is a two-year funding request to support A1AA programs that help seniors live independently and safely in the community and protect the rights of those who live in long term care facilities.

First, this Measure Z funding will be used to provide local matching funds that will help secure more than \$1.28 million in federal and state funding for Older Americans Act mandated services in our local community. These services include the development of a coordinated local plan for services that maintain the health, safety, benefits, and legal rights of senior community members.

Second, the recent, relentless media coverage regarding possible federal changes to the Medicaid and Medicare programs has significantly increased the volume of calls to our Health Insurance Counseling and Advocacy Program (HICAP). Political uncertainty has also increased the number of scams designed to take advantage of seniors' fears. Maintained by registered staff and trained volunteers, HICAP provides free, objective information and problem resolution about Medicare, Medigap, prescription drug plans, government assistance programs, and long-term care insurance. A portion of the requested Measure Z funding will help support this unexpected increased workload to meet the needs of seniors requesting assistance.

Lastly, the requested funding will partially support the Long Term Care Ombudsman Program. The LTCO Program advocates for residents of long term care settings (nursing facilities and residential care facilities for the elderly) and investigates allegations of financial and physical elder abuse and neglect. The complaints and allegations are complex and have great emotional, financial and physical impact on the residents of these facilities. The transfer trauma associated with moving frail seniors from one facility to another, let alone out of the area, can result in tragic outcomes. This work takes very dedicated and specially trained staff and volunteers. The Ombudsman Coordinator is expected to be available for calls related to abuse on a 24/7 basis. The Coordinator must train and supervise over 15 certified Ombudsman volunteers who visit 1000 residents in 27 facilities in Humboldt County.

The Measure Z funding helps minimize law enforcement involvement in the investigation of abuse allegations in long term care. We conduct initial investigations to determine whether the abuse occurred, and save residents the stress of being interviewed by law enforcement.

Combined, these three vital public safety aspects of the Area Agency on Aging's work help ensure the health and safety of our most vulnerable seniors, bring important state and federal funds into the county, and help offset costs to local law enforcement and county adult protective services.

Prior Year Results: If your request is a continuation of a program funded with *Measure Z* in FY 16-17, please provide the results of implementation. (one page maximum)

Measure Z funding in FY 16-17 was invaluable to ensuring that the Ombudsman Coordinator was available to make sure the voices of the residents and families of the local skilled nursing facilities were heard, and that we were available at all times to our legislative representatives as they worked

to address the local situation. The program has provided information and feedback to the state office responsible for the licensing and certification of nursing facilities, the State Ombudsman Office, and attorneys representing residents. We hope to finish establishing memorandums of understanding with local law enforcement entities by the end of the fiscal year, but this effort took a back seat to the real trauma and stress experienced by facility residents.

Our Ombudsman program has experienced a significant ongoing increase in workload due to the closure of Pacific and threatened closure of two other facilities. The impact on residents and families has been traumatic and caused a shift in activities in the program that decreased our ability to conduct other required services.

However, in addition to this important work, the LTCO program also:

- responded to 14 reports of suspected abuse - physical, neglect or financial. Each case was investigated by the Certified Long Term Care Ombudsman and with the exception of one case, required no law enforcement activity;
- attended the final sentencing for a local Residential Care Facility for the Elderly owner who was found guilty of financial abuse and withholding medications from a resident;
- met with the local Bear River Tribal Chairperson and his team to discuss Elder Abuse in their community and to educate the team members in the appropriate steps to report if a community member was admitted or lived in a local SNF/RCFE and was subjected to reported abuse; and
- met with new Social Worker from Tri-Counties to discuss EA reporting for their clients who might live in a local RCFE or attend Adult Day Health.

In the coming year, the LTCO and A1AA administration will work with state Assemblymember Jim Wood and a broad coalition of local stakeholders to improve protections for residents of long-term care facilities and to bolster the local long-term care system of services and supports to keep more seniors living safely in their own homes for as long as possible. Developing alternatives is critical from a financial as well as a humanitarian standpoint. A1AA will be actively involved in work to develop alternatives to skilled nursing and to create real systematic and lasting change.

With this backdrop, elder abuse and neglect remains a serious public health and safety issue with ramifications for our entire community. This work is of critical public safety importance to ensuring the health and safety of senior and dependent adults in our community now and into the future.

Program Budget: attached

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

DATE: 2/15/17

SIGNATURE: 

SUBMIT THIS APPLICATION TO:

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

Area 1 Agency on Aging - Measure Z
PROPOSED BUDGET
FISCAL YEAR 2017 - 2018

	Area Plan PROPOSED BUDGET 2017-2018	Ombudsman/Elder Abuse PROPOSED BUDGET 2017-2018
EXPENSES:		
PERSONNEL		
Wages	172,100	51,378
FICA	13,049	4,500
SUI	1,565	700
Health Insurance	8,542	510
Workers Comp	1,686	450
SEPIRA	0	0
TOTAL PERSONNEL	196,942	57,538
Travel	897	2,500
OTHER COSTS		
Training	500	975
Equipment consultants	6,688	294
software	3,449	
Office supplies	700	1,176
Postage	1,000	150
Printing	3,010	1,100
Copier	2,077	181
special projects	3,250	0
Volunteer Recognition		1,235
Volunteer Mileage	680	1,050
Memberships & Publications	2,422	275
Advertising	568	300
credit card fees	725	0
audit	13,750	0
Insurance	1,912	0
Live Scans	210	160
TOTAL TRAVEL & OTHER COSTS	41,838	9,396
FACILITY		
Rent	9,471	4,792
Utilities	1,051	548
Telephone, Internet, Fax	1,264	1,089
Repair and maintenance	2,000	694
Property Insurance - 7th St. Bldg.	400	189
Property Taxes - 7th St. Bldg.	1,800	1,058
TOTAL FACILITY COSTS	15,986	8,370
TOTAL DIRECT COSTS	254,766	75,304
ALLOCATED OVERHEAD	40,763	12,049
TOTAL EXPENSES	295,529	87,353
REVENUES:		
Federal Funds IIIB	30,000	19,487
IIIC-1	38,800	0
IIIC-2	19,800	0
IIIE	13,000	0
Federal Funds VIIA	0	24,381
General Funds IIIB	0	5,978
Public Health L & C	0	2,392
Special Deposit Fund (SDF)	0	9,670
SNF/QAF Fund	0	11,358
Federal Funds VIIB	0	2,635
Humboldt County - AAA support	84,106	0
Del Norte County - AAA support	24,102	0
Misc. fundraising events	5,500	0
Donations	15,352	1,000
Misc. other income	1,276	0
TOTAL REVENUES	231,936	76,901
REVENUES LESS EXPENDITURES	(63,593)	(10,452)

Measure Z Request

\$ 63,593.00 \$ 10,452.00 \$ 74,045.00

EXHIBIT B
QUARTERLY AND FINAL SUMMARY REPORT
 Area 1 Agency on Aging
 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. A1AA 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 contract 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, California 95501

EXHIBIT C
QUARTERLY AND FINAL REPORT FORM
Area I Agency on Aging
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

Area 1 Agency on Aging
Fiscal Year 2017-2018

1. DUE DATES:

A1AA will post Measure Z updates on A1AA-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 A1AA 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, A1AA's 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: _____

Invoice # MZ- _____

Invoice Period: _____

Descriptions	Amounts	Approved Budget	Remaining Balance
--------------	---------	-----------------	-------------------

A. Personnel Costs

Title: Salary and Benefits Calculation:			0.00
Duties Description:			
Title: Salary and Benefits Calculation:			0
Duties Description:			
Title: Salary and Benefits Calculation:			0
Duties Description:			
Title: Salary and Benefits Calculation:			0
Duties Description:			

Total Personnel: 0.00 0.00 0.00

B. Operational Costs (Rent, Utilities, Phones, etc.)

Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			

Total Operating Costs: 0 0 0

C. Consumables/Supplies (Supplies and Consumables should be separate)

Title:			
Description:			
Title:			
Description:			
Title:			
Description:			
Title:			
Description:			

Total Consumable/Supplies: 0 0 0

ATTACHMENT II - EXHIBIT E

Budget

Agency Name

Invoice Date: _____

Invoice # MZ- _____

Invoice Period: _____

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

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



(707) 445-7266

_____ Date

_____ Date



AREA1-1

OP ID: AG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/07/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gene Gaffney Ins Services, Inc P.O. Box 428 Occidental, CA 95465 Fawn Nekton	CONTACT NAME: Angela Gianni PHONE (A/C, No, Ext): 707-874-2666 FAX (A/C, No): 707-874-1233 E-MAIL ADDRESS: angela@gaffneyins.com														
INSURED Area 1 Agency on Aging 434 7th St Eureka, CA 95501	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: New York Marine & General Ins.</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: New York Marine & General Ins.		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	X WC201700014699	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROOF OF INSURANCE

Waiver of Subrogation applies per the attached WC040306.

CERTIFICATE HOLDER

County of Humbolt
 Dept. of Health & Human Svcs.
 929 Koster St.
 Eureka, CA 95501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5.00% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

County of Humboldt

Job Description

County of Humboldt
Dept of Health & Human Sucs
929 Koster St.
Eureka, CA 95501

Contract Number: Humboldt Co. Contract

All Operations of the Named Insured

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 2017-07-01
Insured
Area 1 Agency on Aging
Insurance Company
New York Marine and General Insurance
Company / 28746

Policy No.
WC201700014699

Endorsement No. 2

Countersigned By _____



AREA1-1

QP ID: AG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/19/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Gene Gaffney Ins Services, Inc P.O. Box 428 Occidental, CA 95465 Angela Gianni	707-874-2666		CONTACT NAME: Angela Gianni PHONE (A/C, No, Ext): 707-874-2666 E-MAIL ADDRESS: angela@gaffneyins.com	FAX (A/C, No): 707-874-1233
	INSURER(S) AFFORDING COVERAGE			NAIC #
INSURED Area 1 Agency on Aging 434 7th St Eureka, CA 95501	INSURER A: Berkley National Insurance Co			29580
	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			
	INSURER F:			

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	HHS8525540-11	09/30/2017	09/30/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
A	<input checked="" type="checkbox"/> Sexual Abuse/ISC		HHS8525540-11	09/30/2017	09/30/2018	MED EXP (Any one person) \$ 5,000
A	<input checked="" type="checkbox"/> Prof Liability		HHS8525540-11	09/30/2017	09/30/2018	PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 3,000,000
OTHER:						PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		HHS8525540-11	09/30/2017	09/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB. <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		HHS8525540-11	09/30/2017	09/30/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Employee Theft		HHS8525540-11	09/30/2017	09/30/2018	Limit/Ded \$500K/\$500
A	Forgery		HHS8525540-11	09/30/2017	09/30/2018	Limit/Ded \$5K/\$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Funding
 The County of Humbolt, its officers, employees and agents are named as Additional Insured per the attached CG83910515.

CERTIFICATE HOLDER County of Humbolt Dept. of Health & Human Svcs. 929 Koster St. Eureka, CA 95501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Angela Gianni</i>
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.
GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Throughout this endorsement, the words "you" and "your" refer to the Named Insured shown in the Declarations. The word "we," "us," and "our" refer to the company providing this insurance.

The following is only a summary of the additional coverages provided by this endorsement and is provided only for your reference and convenience. For the Limits of Insurance and the additional coverages provided by this endorsement, read the provisions on the following pages and the Coverage Form, which this endorsement modifies.

SUBJECTS OF INSURANCE
Broadened Bodily Injury
Broadened Personal and Advertising Injury
Broadened Property Damage
Broadened Fire, Lightning, Explosion, and Sprinkler Leakage - \$500,000
Broadened Medical Payments - \$10,000
Broadened Supplementary Benefits
a. Bail Bonds - \$1,000
b. Expenses Incurred to Assist in Defense - \$500 per Day
Broadened Newly Acquired or Formed Organization
Broadened Non-Owned or Chartered Watercraft or Aircraft
Broadened Commercial General Liability Conditions
a. Duties in the Event of Occurrence, Offense, Claim, or Suit
b. Liberalization – Automatic Coverage If We Adopt Broader Coverages
c. Notice to Company
Automatic Coverage for "Special Events"
Automatic Additional Insureds
a. Athletic Activity Participants
b. Contractual Obligations
c. Funding Sources
d. Manager or Lessor of Premises
e. Owner, Manager, Operator, or Lessor of "Special Event" Premises
f. Supervisors or Higher in Rank – Co-Employee Exclusion Removed
g. Limitations
Blanket Waiver of Subrogation
Priority of Application for Multiple Insureds

The coverages listed in this endorsement are provided as extensions or additions to your insurance program.