GRANT AGREEMENT BETWEEN THE COUNTY OF HUMBOLDT, HEADWATERS FUND AND HUMBOLDT SENIOR RESOURCE CENTER

Contract #19-GF-02

This Agreement is made and entered into this _____ day of ______, 201_ by and between the County of Humboldt, Headwaters Fund, a political subdivision of the State of California (hereinafter called "the County") and the Humboldt Senior Resource Center, a nonprofit corporation located in Humboldt County, California (hereinafter called "the Grantee"), together referred to as "the Parties".

WHEREAS, the Grantee has applied for funding through the Headwaters Grant Fund competitive awards process; and

WHEREAS, the Grantee's proposed project supports the Headwaters Grant Fund's mission and funding priorities of facilitating economic development for Humboldt County; and

WHEREAS, on 5/14/19 the Headwaters Fund Board ("HFB") recommended the Grantee's proposed project for Headwaters Grant Fund funding on the terms and conditions set forth herein; and

WHEREAS, on 6/18/19, the Humboldt County Board of Supervisors ("Board") approved the Grantee's proposed project for Headwaters Grant Fund funding on the terms and conditions set forth herein.

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

I. <u>PROJECT DESCRIPTION</u>

A. Grantee shall utilize the grant funds for the expansion on operations into a new facility in Fortuna, creating space and services for an additional 80 individuals (the "Project"). The specific tasks to be carried out are set forth in Exhibit A- Scope of and Exhibit B (Grantee's grant proposal), both of which are attached hereto and incorporated in full herein.

II. AWARD AMOUNT AND DISBURSEMENT

- A. County agrees to pay Grantee from the Headwaters Fund a sum not to exceed Thirty Thousand Dollars (\$30,000) to cover Grantee's costs in carrying out this part of the Project. Costs for labor and materials shall be as set forth in the Project Budget attached hereto as Exhibit C and incorporated herein full by reference. Grantee shall bear the responsibility for any Project costs in excess of \$30,000.
- B. Grantee shall submit an itemized invoice, no less frequently than quarterly and no more frequently than monthly, to the County itemizing all work completed and costs incurred as of the invoice date. Eligible expenses include Project costs beginning on the Agreement date listed above and ending at the termination date of this Agreement. The invoice will utilize Funds Request Form (Exhibit D) and reference relevant sections and categories of Project Budget (Exhibit C). Payment for work performed will be made within thirty (30)

days after receipt of the invoice. Although payment will customarily be made in arrears, Grantee may request prospective payment. Prospective payments must be approved in writing by the Humboldt County Auditor (or his designee), and shall be supported by written justification.

- C. Ten percent (10%) of the total grant amount specified in Section II-A above will not be released to Grantee until Grantee submits the Final Report (*see* Section V(A)(3)) for the Project.
- D. No later than forty-five (45) days after expenditure of all grant funds, or completion of the Project, whichever is sooner, Grantee shall submit adequate written documentation summarizing all costs incurred in connection with performance of services under this Agreement.
- E. Any unspent funds shall be returned to the County with no negative consequences for future grant applications as long as all reasonable efforts were made to execute the Project within the Project Budget (Exhibit C) in a timely manner.
- F. Matching Funds
 - 1. Grantee has documented that required grant matching funds (outlined in Project Budget, Exhibit C) have been received for the Project.
 - 2. If Grantee determines that Project funding from other source(s) can no longer be used, County's funding may be reduced, suspended, or terminated. Grantee must contact Headwaters Fund Executive Director immediately under such conditions.
- G. If Grantee deviates by more than six months from the Project timeline dates outlined in Exhibit A, the Headwaters Fund Board shall have the discretion to modify, terminate, or disencumber unspent funds from the grant.

III. <u>GRANT MODIFICATIONS</u>

- A. Deviations of any single category proposed in the line item budget must receive written approval of the County at the following levels of approval:
 - 1. Headwaters Fund Executive Director may adjust changes in grant timelines, activities, and partners that are consistent with original Project goals, target populations, and geographical focus. Headwaters Fund Executive Director may approve budget changes under \$10,000.
 - 2. The Headwaters Fund Board must approve changes in Project goals, target population, and geographic focus. Budget changes of \$10,000 or more require Headwaters Fund Board approval.
- B. If additional time beyond the timeline provided by the Grantee (listed in Exhibit A) is required and exceptional circumstances warrant, a formal request must be submitted to the Headwaters Fund Executive Director. The request must be submitted at least forty-five (45) days prior to the expiration date of the grant. The request must explain the need for the extension and include an estimate of the unobligated funds remaining and a plan for their use. Unobligated funds remaining at the expiration of the grant is not sufficient justification for an extension. The plan must adhere to the previously approved objectives of the Project.

IV. GRANT REPORTING AND AUDITING

A. Reporting

- 1. Grantee will submit Quarterly Reports to Headwaters Staff. Each of these reports covers three months of the calendar year and is due thirty days after the end of the quarter (April 30, July 31, October 31, January 31). Reporting will begin after the first full quarter after the start date of the contract (i.e. if the contract start date is February 1, the first Quarterly Report is not due until July 31). Quarterly reports will utilize the format in Exhibit E and shall include:
 - i. Documentation of activities contracted and completed with grant funds;
 - ii. Financial accountings of grant funds. Grant funds should be tracked separately. Receipts documenting purchases may be requested;
 - iii. Subcontracts signed and/or completed;
 - iv. Narrative of accomplishments to date and schedule of activities and expected completion date;
 - v. Progress on meeting match requirements and fundraising activity report; and
 - vi. Requests for revisions of timeline, budget, and other Project items.
- 2. County Staff may review any records or documents pertinent to the Project at any time. Such records include information about the Grantee's organization and budget.
- 3. A Final Report, describing the work accomplished during the entire period of the Agreement, shall be submitted to County no later than the thirtieth (30th) day of the month following the Agreement's termination date. The Final Report will follow the format of Quarterly Reports (Exhibit E) and also include a Grant Evaluation (*see* Section VI and Exhibit F). County may require Grantee to report on other Project activities, processes, and outcomes as needed in the Final Report.
- 4. County will send a Grant Closeout letter to Grantee after the Final Report. When Grantee returns the letter, the grant is considered closed.
- B. Auditing
 - Grantee shall retain, and County Staff shall have access to, any pertinent books, documents, papers and records of the Grantee organization (and of the performing organization, if different) to make audits, examinations, excerpts and transcripts for up to four (4) years after grant termination date. County Staff and its representatives may conduct periodic site visits to review the effectiveness of the grant.
 - 2. Grantee agrees to timely prepare and maintain accurate and complete financial and performance records for a minimum of four (4) years from the date of final payment under this Agreement or until all pending County, State, and Federal audits are completed, whichever is later. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work.
 - 3. Grantee shall maintain detailed payroll records. Grantee agrees to maintain such records locally and make them available for inspection by County Staff and representatives, during normal business hours, upon one (1) working day notice.
 - 4. Grantee will permit the County to audit all books, account or records relating to this Agreement for the purpose of compliance with applicable audit requirements relative to this Agreement. Grantee shall provide the County with any relevant information

required and shall permit access to its premises during normal business hours upon five (5) days' notice.

- 5. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency and for the cost of the audit. If Grantee is the party responsible for the deficiency, the cost of the audit and the deficiency shall be paid by Grantee within thirty (30) days of notice.
- 6. Grantee assures that it maintains appropriate internal financial controls over grant funds received and disbursed, including procedures for authorizing disbursements, tracking grant expenditures, and reporting grant revenue and expenditures.
- 7. The County's rights and obligations under this provision shall continue after termination of the Agreement until December 31, 2019. In the event the term of this grant is extended under Paragraph III of this Agreement, the County's rights and obligations under this provision shall be extended for the same period of time.

V. <u>GRANT EVALUATION</u>

- A. At the completion of the Project, Grantee will complete a self-evaluation for the Project using the Project Evaluation Form (Exhibit F). The self-evaluation will be part of the Project's Final Report, and due no later than the thirtieth (30th) day of the month following the Agreement's termination date. County may require Grantee to present Project overview, results, and evaluation to the Headwaters Fund Board. County representatives may also conduct site visits to the Grantee and its Project for the purpose of grant evaluation. County may modify Project evaluation requirements as needed during the Project.
- B. Grantee shall submit quarterly reports and a Final Report to County as specified in Section V(A).
- C. In connection with the Headwaters Fund's mission to facilitate economic development for Humboldt County, Headwaters Fund Staff may conduct follow-up interviews with Grantee after the grant has been closed and/or the termination of this Agreement in order to evaluate the Project's long-term results, outcomes, and effectiveness in supporting the Headwaters Fund's purpose. Grantee agrees to be interviewed and shall cooperate and respond to any requests for information from Headwaters Fund Staff.

VI. FUNDER RECOGNITION AND MEDIA RELEASE

- A. Grantee shall identify The Headwaters Fund as a support organization on all published material relating to the subject matter of the award.
- B. Grantee shall provide information in a timely manner and otherwise cooperate with the County in completing Headwaters Fund reports on grants and other documents related to grants. This cooperation may include Grantee attendance at events publicizing Headwaters Fund grants.
- C. All press releases and informational material related to this Agreement shall receive approval from the County prior to being released to the media (television, radio, newspapers, Internet). In addition, Grantee shall inform the County of requests for interviews by media related to this Agreement prior to such interviews taking place. The County reserves the right to have a representative present at such interviews.
- D. Grantee must abide by the specific requirements in the Headwaters Fund Recognition Policy attached as Exhibit G.

VII. INSURANCE REQUIREMENTS:

- A. This Contract shall not be executed by County and the Grantee is not entitled to any rights, unless certificates of insurances (or other sufficient proof that the following provisions have been complied with) and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.
- B. Without limiting Grantee's indemnification obligations provided for herein, Grantee shall take out and maintain and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Best rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Grantee, its agents, officers, directors employees, licensees, invitees, assignees or subcontractors:
 - 1. <u>Comprehensive or Commercial General Liability Insurance</u> 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) per occurrence for any one incident, including, personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be twice the required occurrence limit.
 - 2. Automobile/Motor Liability Insurance with a limit of liability not 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 Offices Form Code 1 (any auto).

<mark>OR</mark>

As stated in Exhibit A – Scope of Services, CONTRACTOR will not drive an automobile in the performance of services for COUNTY. If that changes, CONTRACTOR will take out and maintain Automobile/Motor Liability Insurance with a limit of liability not 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 Offices Form Code 1 (any auto).

- 3. <u>Workers Compensation and Employers Liability Insurance</u> providing workers' compensation benefits as required by the Labor Code of the State of California. Said policy shall contain or be endorsed to contain a waiver of subrogation against County, its officers, agents, employees, and volunteers. In all cases, the above insurance shall include Employers Liability coverage with limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury and disease.
- 4. <u>Professional Liability Insurance/Errors and Omission Coverage</u> including coverage in an amount no less than One Million Dollars (\$1,000,000) for each occurrence (Two Million Dollars (\$2,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which the professional may be exposed to liability. Contractor shall require that the aforementioned professional liability insurance coverage language be incorporated into its contract with any other entity with which it contracts for professional services.

5. Insurance Notices:

County of Humboldt Economic Development Division Attn: Headwaters 520 E Street, Eureka, CA 95501 (707)445-7745 ddamiano@co.humboldt.ca.us

- C. <u>Special Insurance Requirements</u>. Said policies shall unless otherwise specified herein be endorsed with, the following provisions:
 - 1. The Comprehensive General Liability Policy shall provide that the County, its officers, officials, employees, agents and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of Grantee. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, officials, employees, agents and volunteers. Said policy shall also contain a provision stating that such coverage:
 - i. Includes contractual liability
 - ii. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards"
 - iii. Is primary insurance with regards to County of Humboldt
 - iv. Does not contain a pro-rata, excess only, and/or escape clause
 - v. Contains a cross liability, severability of interest or separation of insureds clause
 - 2. The policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to County and in accordance with the Notice provisions set forth under Section XI. It is further understood that Grantee shall not terminate such coverage until it provides County with proof satisfactory to County that equal or better insurance has been secured and is in place.
 - 3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
 - 4. For claims related to this Project, the Grantee's insurance is primary coverage to the County, and any insurance or self-insurance programs maintained by the County are excess to Grantee's insurance and will not be called upon to contribute with it.
 - 5. Any failure to comply with reporting or other provisions of the Parties, including breach of warranties, shall not affect coverage provided to County, its officers, officials, employees, agents and volunteers.
 - 6. Grantee shall furnish County with certificates and original endorsements affecting the required coverage prior to execution of this Agreement by County. The endorsements shall be on forms as approved by the County's Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000)

shall be disclosed to and approved by County. If Grantee does not keep all required policies in full force and effect, County may, in addition to other remedies under this Agreement, take out the necessary insurance, and Grantee agrees to pay the cost of said insurance. County is also hereby authorized with the discretion to deduct the cost thereof from the monies owed to Grantee under this Contract.

7. County is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered and Grantee shall be required to purchase additional coverage to meet the aggregate limits set forth above.

VIII. HOLD HARMLESS AND INDEMNIFICATION

- A. Grantee shall hold harmless, defend and indemnify the County and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Grantee's performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the County.
- B. Acceptance of insurance required by this Agreement does not relieve Grantee from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Grantee's operations regardless if any insurance is applicable or not.

IX. TERMINATION FOR CAUSE

A. The County, in its sole discretion, may terminate this Agreement immediately upon notice if, in the opinion of the County, Grantee fails to perform the services required under this Agreement within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law which applies to its performance herein. In such event, the County may exercise any of its rights under this Agreement or available to it under the law.

X. <u>NOTICES</u>

A. Notices shall be given to the County at the following address:

Headwaters Fund Director Economic Development Division County of Humboldt 520 E Street, Eureka, CA 95501 (707) 445-7745 headwaters@co.humboldt.ca.us

B. Notices shall be given to Grantee at the following address: Janet Ruprecht Humboldt Senior Resource Center 1910 California St. Eureka, CA 95501 (707) 443-9747 ext 1231 jruprecht@humsenior.org C. Any and all notice(s) required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth above. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the forgoing.

XI. <u>MISCELLANEOUS</u>

- A. <u>Grantee Status</u>: Grantee certifies that it is a non-profit corporation or tax-exempt governmental unit located in Humboldt County, California.
- B. <u>Restrictions, Limitations or Conditions:</u> This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Federal and/or State Governments that may affect the provision, terms or funding of this Agreement.
- C. <u>Relationship of Parties</u>: Grantee shall perform all work and services as described herein as an independent contractor. No person performing any of the work or services described herein shall be considered an officer, agent, servant or employee of the County nor shall any such person be entitled to any benefits available or granted to employees of the County. Grantee shall be solely responsible for the acts or omissions of its officers, agents, employees, and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between the County and Grantee.
- D. <u>Assignment</u>: Neither Party shall assign its obligations under this Agreement without the prior written consent of the other. Any assignment by Grantee in violation of this provision shall be void, and shall be cause for immediate termination of the Agreement.
- E. <u>Subcontracting</u>: Grantee shall not subcontract any portion of the work required by the Agreement without prior written approval of the County.
- F. <u>Licensing</u>: If Grantee is required to be licensed by the State of California, Grantee shall maintain the appropriate licenses throughout the life of this Agreement.
- G. <u>Nuclear Free Humboldt County Ordinance Compliance:</u> Grantee certifies by its signature below that Grantee 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. Grantee agrees to notify County immediately if it becomes a nuclear weapons contractor, as defined above. County may immediately terminate this Agreement if it determines that the forgoing certification is false or if Grantee becomes a nuclear weapons contractor.
- H. <u>Title to Information and Documents</u>: It is understood that any and all documents, information, and reports concerning this Project prepared by and/or submitted by Grantee shall become the property of the County. Grantee may retain copies for its own records. In the event of termination of this Agreement, for any reason whatsoever, Grantee shall promptly turn over all information, writings and documents to the County without exception or reservation.
- I. <u>Nondiscrimination Clause Compliance (Employment And Services)</u>: In connection with the execution of this Agreement, Grantee shall not discriminate in the provision of services or against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical or mental disability (including HIV status and AIDS), medical condition (including cancer and genetic characteristics), marital status, political affiliation, sex (including gender identity and expression, pregnancy, childbirth and related

medical conditions), age (over 40 years of age), sexual orientation (including heterosexuality, homosexuality and bisexuality), military service, or any other classifications protected by local, state and federal laws and regulations. Nothing herein shall be construed to require the employment of unqualified persons.

Grantee further assures that it shall abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1974, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, United States Executive Order 11246, as amended by United States Executive Order 11375 and as supplemented in 45 CFR, Part 60, and other applicable federal, state, and local laws and regulations to ensure that employment practices and the delivery of services are non-discriminatory. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

- J. <u>Entirety of Contract</u>: This Agreement shall constitute the entire Agreement between the parties relating to the subject matter of this Agreement, and shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all acts, which may have already been consummated pursuant to the terms, which are embodied in this Agreement, are hereby ratified.
- K. <u>Amendment</u>: No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.
- L. <u>Compliance with Applicable Laws</u>: Grantee shall comply with any and all applicable federal, state and local laws.
- M. <u>Jurisdiction and Venue</u>: This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt, unless transferred by court order pursuant to California Code of Civil Procedure §§ 394 or 395.
- N. <u>Severability</u>: If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
- O. <u>No Waiver</u>: The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other provision of this Agreement. In no event shall any payment by County constitute a waiver of any breach of this Agreement or any default which may then exist on the part of Grantee. Nor shall such payment impair or prejudice any remedy available to County with respect to any breach of default. County shall have the right to demand repayment of, and Grantee shall promptly refund, any funds disbursed to Grantee, which in the judgment of County were not expended in accordance with the terms of this Agreement.
- P. <u>Confidential Information</u>: In the performance of this Agreement, Grantee may receive information which is confidential information under state or federal law. Grantee agrees to comply with all laws regarding confidentiality and shall advise and require all subcontractors to comply with the laws of confidentiality.
- Q. <u>Public Works</u>: To the extent the Project, or any part thereof, constitutes a public work under the California Labor Code and/or the Public Contract Code, Grantee will abide by the prevailing wage laws and the contracting requirements of the respective codes. Grantee's

indemnification and insurance obligations in favor of County under this Agreement specifically extend to these obligations.

R. <u>Authority to Execute</u>: Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

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

(SEAL)

COUNTY OF HUMBOLDT

ATTEST: CLERK OF THE BOARD

DEPUTY

BY: ____

CHAIR, BOARD OF SUPERVISORS COUNTY OF HUMBOLDT STATE OF CALIFORNIA

GRANTEE

BY: _____

(Signature)

TITLE: _____

REQUIREMENTS

(Print Title)

APPROVED FOR INSURANCE

BY:_____

(Signature)

TITLE:_____

(Print Title)

BY: _____

Kacy Green Risk Management

- Exhibit A Project Description, Activities, Objectives, Deliverables and Timeline
- Exhibit B Project Application
- Exhibit C Project Budget
- Exhibit D Funds Request Form
- Exhibit E Quarterly Report Form
- Exhibit F Project Evaluation Form Final Report
- Exhibit G Headwaters Fund Recognition Policy

EXHIBIT A Project Description, Activities, Objectives, Deliverables and Timeline

Project Description

In order to help provide healthcare services and therapeutic day services to seniors and disabled adults in the Eel River Valley, Humboldt Senior Resource Center in planning to add a facility in Fortuna. This facility will help reduce the need for transporting people to their Eureka facility and offer services to an additional 80 participants once the program is up and running. This also helps mitigate the healthcare provider shortage by bringing people in need to a central location.

Activities

Construction of new facility in Fortuna offering healthcare services to frail elderly community members who wish to remain at home through the Redwood Coast PACE and offer therapeutic day services to disabled adults.

Objectives

Job Creation: Potentially 30 FTE positions, many in healthcare. 55 contractors working on the project.

Enhancing Eel River Valley Healthcare: Providing service to an underserved community.

Deliverables

- Open doors in January 2020 with 40 individuals being served by Adult Day Health and Redwood Coast Pace. 20 Staff positions
- By 2025 service expanded to 80 participants with a staff of 30

<u>Timeline</u>

Date	Milestone
February 2019	Construction Began
August 2019	Nurse Practitioner Hired for PACE
September 2019	Staff Recruitment Begins
October 2019	Construction complete, Staff hired and Trained, Licensing Approved for the Day Center
November 2019	Adult Day Care Health and Redwood Coast PACE Day Center opens
December 2019	Contract Signed with CMS for PACE Clinic to open
January 2020	Measurement- 40 participants being served by Adult Day Health and Redwood Coast PACE in Fortuna
2025	Five Year goal: 30 Staff, 80 Participants, \$6.5 million budget.

EXHIBIT B Project Application

[Follows on next page]

The Headwaters Fund 2018-2019 Grant Fund Application Coversheet

Date of application:	3/27/2019				
Organization Name:	Humboldt Senior Resource Center, Inc.				
Director/CEO: Joyce I	Hayes, Executive Director				
Contact Person Name an	d Title: Janet Ruprecht, Development Coordinator				
Contact Phone: 443-9747	v ext 1231 Contact Email: jruprecht@humsenior.org				
Contact Address: 1910 C	alifornia Street, Eureka, CA 95501				
Total current year organizational budget: 18,892,531# of FTE employees: 108					
Summarize the organization's mission (in the space provided): Seniors and their caregivers in Humboldt County will have a high quality of life with dignity, health, and self-determination in a community of respect and tolerance.					

Project title: Expanding superior healthcare services for low-income seniors and the disabled

Please provide a less than 250 word summary of your project which answers the following questions: How will your project lead to improving the local economy and increasing the quality of life for local residents? What exactly are you going to do and for whom? Why is it necessary? What will be accomplished? How will you accomplish this?

Humboldt County is designated a Healthcare Provider Shortage Area by the federal Health Resources and Services Administration. This presents two problems: one medical and one economic. The medical problem is that people in our area often find it difficult to get access to high quality medical care, particularly if they are seniors, or disabled, and especially if they are low-income. Too frequently, people have to travel outside the area for medical care, and that creates the economic problem: money that could be spent here is traveling outside the region. The Humboldt Senior Resource Center addresses these problems with two programs that provide healthcare services to low-income seniors and the disabled. The programs are Adult Day Health, a therapeutic day program for disabled adults, and Redwood Coast PACE, a comprehensive healthcare program for frail elders.

These programs are economic drivers. Together, they presently have a \$16.5 million budget, care for 245 people, and employ 74 staff in the Diversified Health Care sector. The services are so needed that they are already straining the capacity of our Eureka facility. In order to keep up with need, we are building a facility in the Eel River Valley. Current and new participants will receive the services within their own community.

This expansion project will initially create 20 new jobs in Fortuna. The challenge is that staff must be hired and trained in the period before the facility can open. We are requesting \$30,000 toward staff compensation during this period before operational funding is received.

Amount requested: \$30,000 Total project cost: \$133,562

Grant timeline:	Period covered:	8/2019 to 12/2019	
		nount as % of project budget on, 25% for planning or tech	
Cash match: (Required: 25% fe		X Cash match as % of budg % for planning or technical	
	TE jobs created, if funded	nded: 20 l (jobs that would otherwise	be eliminated):
Type of project:	Planning	Implementation	Technical Assistance
Geographic focus	of project: Eel River	Valley	
Number of perma	nent, long term, priva	te sector jobs to be created:	20
Which Industry is	s your project working	with (check off all that apply	r):
Building and S Investment Su	d, Flowers and Bevera Systems Construction pport Services Manag n Services Niche	-	
Arts and Cultu			

Alternative Agriculture

Strategy being employed to promote economic development (check off all that apply):

Supporting development of pre-permitted commercial space Reducing	
regulatory bottlenecks for business retention or creation Supporting	
economic development infrastructure	
Developing new strategies for economic development	
\boxtimes Providing access to external markets or plugs the economic leaks	
Retaining and growing existing businesses	
Providing workforce training	
Increasing the number of new businesses	
Leveraging future funding or projects	
Reducing poverty by helping people to develop business skills Other	
(describe): Expanding a successful healthcare business.	
Are any of the following components required, and if so are they in place alre	

ly? (check off in left column if required, then check of "yes" or "no" for if they are in place already)

Xes Yes Building permits No

Market research	Yes	🗌 No
Legal review	Yes	🗌 No
Regulatory approval	Yes	L No
\square Consultants hired	⊠Yes	L No
Staff hired	Yes	🖂 No

Narrative: Expanding Superior Healthcare Services for Low-Income Seniors & the Disabled

1. Need, solution, businesses we're working with, and challenges.

Targeted industry: diversified health care. The non-profit Humboldt Senior Resource Center (HSRC) is the primary senior service provider in Humboldt County. It was founded in 1974 and has grown to an organization with more than 125 employees committed to providing services, information, education, and recreation for seniors, their families, and caregivers.

The two programs that are the focus of this project are Adult Day Health, a therapeutic day program that serves disabled adults and their caregivers, and Redwood Coast PACE, an all-inclusive health plan that provides medical, social, and supportive services for frail older adults who need a nursing home level of care, but want to remain in their own homes. These programs are co-located because they share Day Centers, where participants come for therapies, nutrition, social engagement, and fun. The services are presently provided in Eureka, with a service area that encompasses the major population centers in Humboldt County.

Rapid growth. Demand for both programs has exceeded our expectations. When we opened PACE, four and a half years ago, we projected a participant census of 135 in five years; already 175 are enrolled. We project that five years from now, there will be 250 participants in PACE alone. We originally expected the Adult Day Health census to decline, since many of the participants are also eligible for PACE. To our surprise, enrollment has held steady at 70. Demand remains strong; we continue to enroll new participants.

But capacity is a problem. We are outgrowing the two Day Centers we operate in Eureka. We recently bought a building and moved staff offices into it to make more space for participant activities. Nonetheless, we are again stretched to capacity and are adding a second shift.

Solution: expanding service in the Eel River Valley. We already serve the Eel River Valley: about forty participants are presently bussed from their homes to the Eureka campus. These participants can be better served in Fortuna. And when the new facility is ready, that will free up about forty spaces for new participants in the northern part of our service area.

A unique opportunity. The facility is being built by the local non-profit Mel & Grace McLean Foundation. It is one of three buildings they are having constructed on a 37-acre campus that is designed to support community organizations that focus on youth, seniors, and adults with disabilities. The Foundation's mission is to strengthen economically struggling regional communities by empowering people and supporting community programs and non-profit organizations in the Eel River Valley and Humboldt County. They are making a major investment with this \$7,372,921 building designed specifically to house the Adult Day Health & Redwood Coast PACE Center.

HSRC will hold a long-term lease on the land and building. We will be fully responsible for the administration of both programs. We are spending an additional \$800,007 to finish out the building and for staff compensation. Altogether, the community investment exceeds \$8 million.

How superior health care drives local economic growth. PACE serves seniors, age 55 and over who have health problems that make independent living difficult. The value proposition is superior, comprehensive, preventative healthcare for people who can, with this level of help, remain safely in their homes. Participants are getting better health care, with better access to specialists, than they had before enrolling. Each has an individual Plan of Care to make certain they get the services and equipment they need to live safely and independently. This means that more healthcare dollars are being spent, preventatively, locally, to keep participants as healthy as possible.

The projected annual budget for Redwood Coast PACE *in the Eel River Valley alone* is \$6.5 million by the fifth year of service if we meet enrollment goals.

The additional, indirect economic benefit. To provide the high standard of care, Redwood Coast PACE contracts with a network of 55 healthcare vendors and providers. This includes medical specialists, all of the hospitals, Hospice, home health caregivers, and providers of medical equipment. PACE generates local business and indirectly creates private sector jobs in the healthcare base industry cluster.

The challenge. Before the new facility can open and provide healthcare services, the licensing process requires that all 20 staff are hired, trained, and ready to work when the facility is inspected for opening. This requires that hiring begin as early as four months before the anticipated opening.

In addition, the medical clinic must be completed, stocked, and licensed.

Neither PACE nor Adult Day Health receive funding until the participants come into the Center for service.

The lack of risk. Because we already have 40 residents of the Eel River Valley who are being transported to Eureka to attend the programs, we are confident that over five years we can expand to

serve 80 participants in the Eel River Valley. In this area, there are 1,152 low-income, possibly PACE-eligible individuals (as of June 2016) who may be potential participants.

This specific project. We have secured some of the funding and identified potential funders for the larger project of completing the facility. We calculate that \$133,562 in salaries and benefits will be required before opening. Very specifically, we are requesting funding of \$30,000 from the Headwaters Fund to pay for part of the salaries during the launch period before operational funds can be earned. For matching funds, we intend to use \$103,562 of funding already secured from the Rose Perenin Foundation.

2. Measureable objectives/quantifiable outcomes.

Twenty new jobs and 40 participants in Fortuna by January 2020 are the initial objectives/outcomes. Forty more participants in Eureka will follow. In five years, we anticipate 30 jobs and 80 participants in the Eel River Valley alone if we meet enrollment goals. Along with a projected \$6.5 annual budget.

The Timeline attached lists milestones, measureable objectives and outcomes.

3. What we will do to achieve our objectives. How progress will be measured.

Project readiness, scope, and timeline. Redwood Coast PACE has contracts to provide the PACE program with the Centers for Medicare & Medicaid Services (CMS) and the California Department of Health Care Services (DHCS). The PACE Clinic and the Adult Day Health Center are licensed by the California Department of Public Health. We are in the process of extending the contract and licensing to include the Fortuna site. Construction of the facility began in February. Please see the Timeline for the dates and milestones that show how progress will be measured.

4. Work that has already been done to ensure the success of this project.

As part of the DHCS licensing process, we created a strategic market analysis, a marketing plan, and a five year financial proforma.

5. Jobs created.

The expansion will directly create an initial 20 Full Time Equivalent (FTE) jobs, nearly all in the healthcare cluster.

Center managers*	nurse practitioner*	Center carepartners**
Center coordinator	registered nurse*	physical/occupational therapist*
activity coordinators	medical assistant	van drivers
social workers*	in-home carepartners	maintenance worker

*Position's pay is above the county's median annual household income of \$42,685. **Carepartner is a similar position to caregiver.

For detail on wages, please see the attached Project Budget.

It is difficult to quantify the number of indirect jobs that are created or retained because of this project. We are working with 55 contractors.

6. Environment. N/A

7. Contributes to the quality of life.

Access to quality health care for the elderly and the disabled is a huge contribution to the quality of life in this community. We are working to help Humboldt become more aging-friendly.

The project is in an underserved area and targets an underserved community. Humboldt County is a medically underserved geographic area. Consequently, people often find it difficult to get access to healthcare. Both Redwood Coast PACE and Adult Day Health target underserved populations: low-income seniors and the disabled.

Project preserves cultural heritage and fits with community image & identity. The Redwood Coast PACE building is designed to fit with the community image and identity of Eel River Valley, which has historically been a farming community.



The new, single-floor, 16,000 square foot building will contain the PACE medical clinic, a Day Center with a large therapy room for physical and occupational therapies, office and support space, and a large, secure, outdoor garden with walking paths for participants.

Contributes to Humboldt County being a desirable place to live. Both programs address several of the primary challenges of being elderly and/or disabled. In addition to access to superior health care, and easing the burden of caregivers, both programs provide free transportation from home to the day center, and the PACE program also provides free transportation to healthcare appointments.

Improves transportation. The vehicles are equipped for wheelchairs and have other amenities suitable for transporting the frail and the disabled. This is in contrast to the public transportation system, which is not adequate for frail seniors; the Dial-A-Ride system, which is costly for people on a low income; and the Volunteer Driver Program, in which the drivers use their own cars to take seniors to medical appointments.

Ninety percent of Americans want to age in their homes. These two programs make it much easier to do so in Humboldt County. That helps make it a more desirable place to live.

8. Capacity of the organization, staff, and project partners.

HSRC began providing Adult Day Health services in 1984, and has successfully run the program for thirty-five years. In 2009, we finished construction of a \$5 million state-of-the-art building designed to meet the specific needs of people with Alzheimer's. In 2014, we completed capital improvements to the building to bring Redwood Coast PACE to Humboldt County. This was part of the \$2 million in upfront costs we raised to launch PACE.

The primary land and construction expenses of this specialized facility are being borne by the McLean Foundation. HSRC needs to raise about \$800,000 to finish the preliminary work before we can open the facility. This includes finishing the interior, furnishings, medical equipment, office workstations, and all the upfront staffing costs. None of these expenses will be paid for by any of our regular operational funding. The specific project for which we are applying for Headwaters Funding—the salaries—is part of these expenses.

The **key staff** who are successfully running the programs in Eureka will also be responsible for administering the programs in Fortuna. These include Joyce Hayes, Executive Director; Barbara LaHaie, Redwood Coast PACE Director; Teresa Oliveri, R.N., Director of Health Services; and Dr. Jennifer Heidmann, Redwood Coast PACE Medical Director. Please see the brief resumes included in the application packet.

9. Local consultants.

The Humboldt Senior Resource Center and the McLean Foundation have worked extensively with Greenway Partners of Arcata on the design and engineering of the facility.

10. Acknowledging the Headwater's Fund

HSRC will acknowledge the fund with a press release and mention the importance of the support in any public speech or communication about the support received from the community.

Timeline

All dates are affected by progress in construction, which is affected by weather, and so cannot accurately be forecast.

Date	Milestone
February 2019	Construction began.
August 2019	Nurse Practitioner hired for PACE.
September 2019	Staff recruitment begins: two Center Managers, two van drivers, one registered nurse, two social workers, three in-home care partners, three Center care partners, two activity coordinators, and one center coordinator.
October 2019	Construction complete. Building interior completed with furnishings, equipment and workstations. Licensing approved for the Day Center. Staff hired and trained.
November 2019	Adult Day Health and Redwood Coast PACE Day Center opens.
December 2019	Contract signed with CMS for PACE Clinic to open.
January 2020	Measurement: 40 participants being served by Adult Day Health and Redwood Coast PACE in Fortuna.
2025	Five year goals: 30 staff; 80 participants; \$6.5 million budget.

Humboldt Senior Resource Center 2018/ 2019 BOARD OF DIRECTORS

Name	Title	Profession	Affiliations
Irvine, Jack MD	President	Retired Physician	Clark Memorial Museum, Humboldt County Historical Society, St. Joseph Board of Trustees, St. Joseph Medical Staff, Humboldt Library Foundation
Aste, James	Vice President	Attorney	Aste Law, Ferndale Senior Resource Agency
Dye Leer, Nancy	Secretary	Retired HSU Lecturer	Six Rivers Planned Parenthood, St. Albans Episcopal Church Vestry
Foote, Willard	Treasurer	Retired Healthcare Administrator	PBS North Coast community Advisory Board, Multiple Local and State Healthcare Associations and Humboldt Senior Resource Center Board.
Dalby, John	Member	Banker	St. Joseph Board of Trustees, Eureka Chamber of Commerce, SW Eureka Rotary, CHEIF's Advisory Panel, Eureka Faith Center Council, Eureka Housing, Ingomar Club
Dunning, Kathryn	Member	Pastor	United Methodist Church, Family Resource Center, North Shore Lake Tahoe Board, Sponsoring Committee for True North Organizing Network
Firpo, Elan	Member	Attorney	Bragg, Mainzer & Firpo, LLP; Eureka Police Chief's Advisory Panel, Eureka Rotary, Elks Club, Humboldt County Bar Association, The Oaks Early Childhood Development Nonprofit (Treasurer)
Hansen, Susan	Member	Retired HSU Administrator	National Association of Colleges and Employers, Western College Placement Association, Eureka Symphony Board, Changing Tides Board, Workforce Investment Board, Senior Citizen Foundation Board
Kessler, Bruce	Member	Retired Physician	St Joseph Hospital Foundation, Humboldt IPA
Medin, Nanette	Member	Retired Nurse Practitioner	Hospice of Humboldt



1336 MAIN STREET FORTUNA. CA 95540 707.725.1722 MCLEANFOUNDATION.ORG

March 19, 2019

Kenny Spain, Executive Director Humboldt County Headwaters Fund 520 E Street Eureka, CA 95501

Dear Mr. Spain,

I am writing on behalf of The Mel and Grace McLean Foundation to recommend the approval of Humboldt Senior Resource Center's application for a Headwaters Fund grant, entitled "Expanding superior healthcare services for low-income seniors and the disabled."

The Humboldt Senior Resource Center, in partnership with the McLean Foundation, is opening a new facility in Fortuna for two programs: Adult Day Health, the therapeutic day program that serves disabled adults, and Redwood Coast PACE, the all-inclusive health plan that provides medical, social, rehabilitation, and supportive services for frail older adults who need a nursing home level of care, but want to remain in their own homes. These services are presently provided in Eureka. This project is to expand service in the Eel River Valley, simultaneously freeing capacity for service in Eureka.

These programs are economic drivers in the target industry of Diversified Healthcare. Together, they presently have a combined \$16.5 million budget, care for 245 people, and employ 74 staff. The services are so needed that they are already straining the capacity of the Eureka facility.

Redwood Coast PACE in particular is an important player in the local economy. It contracts with a network of 55 healthcare vendors and providers, including medical specialists, all of the hospitals, home health caregivers, pharmacies and providers of medical equipment.

This is a unique opportunity. The facility is being built by the McLean Foundation. The Humboldt Senior Resource Center will hold a long-term lease on the land and the building and will administer both programs.

We support this application for a grant of \$30,000 toward staff compensation during the launch phase of the project.

Sincerely,

Dennis Scott

President

EMPOWERING PEOPLE AND STRENGTHENING COMMUNITIES



HUMBOLDT AREA FOUNDATION

March 15, 2019

Kenny Spain, Executive Director Humboldt County Headwaters Fund 520 E Street Eureka, CA 95501

Dear Kenny,

I am writing on behalf of Humboldt Area Foundation ("HAF") in support of the Humboldt Senior Resource Center's application for a Headwaters Fund grant, entitled "Expanding superior healthcare services for low-income seniors and the disabled."

The Humboldt Senior Resource Center is a vital agency in the county. In partnership with the McLean Foundation, they plan to open a new facility in Fortuna for two programs: Adult Day Health, the therapeutic day program that serves disabled adults, and Redwood Coast PACE, the all-inclusive health plan that provides medical, social, rehabilitation, and supportive services for frail older adults who need a nursing home level of care, but want to remain in their own homes. These services are presently provided in Eureka, but are at capacity. This project is to expand service in the Eel River Valley.

Diversified Healthcare is a major economic driver in Humboldt County. However, lack of access to healthcare has caused many elderly to move to larger metropolitan areas where access to healthcare is easier. This causes leakages within our community and a loss of wealth.

This is a unique opportunity. The facility is being built by the McLean Foundation. The Humboldt Senior Resource Center will hold a long-term lease on the land and the building and will administer both programs. Together, both programs will have a combined \$16.5 million budget, care for 245 people, and employ 74 staff.

We support this application for a grant of \$30,000 during the launch phase of the project to support its successful launch.

Sincerely,

Stick Cleany

Patrick Cleary Executive Director

🖀 363 Indianola Rd, Bayside, CA 95524 🗍 707.442.2993 🐱 Info@hafoundation.org 🌐 hafoundation.org 🚯 🧭



HEALTH INSURANCE COUNSELING & ADVOCACY PROGRAM (HICAP) LONG TERM CARE OMBUDSMAN PROGRAM • SENIOR INFORMATION & ASSISTANCE (I&A) VOLUNTEER DRIVER PROGRAM • VOLUNTEER CENTER OF THE REDWOODS/RSVP

Promoting Independence for a Lifetime

March 20, 2019

Kenny Spain, Executive Director Humboldt County Headwaters Fund 520 E Street Eureka, CA 95501

Dear Mr. Spain,

I am writing on behalf of the Area 1 Agency on Aging (A1AA) to recommend the Humboldt Senior Resource Center's (HSRC) application for a Headwaters Fund grant, entitled "Expanding superior healthcare services for low-income seniors and the disabled."

A1AA has had a long and successful relationship working with the Humboldt Senior Resource Center to provide a number of important services to seniors in our community. Currently we provide Older Americans Act funding to assist HSRC in the provision of senior home delivered and congregate meal sites in Arcata, Eureka and Fortuna. We have great respect for their visionary work when it comes to Redwood Coast PACE.

The Humboldt Senior Resource Center, in partnership with the McLean Foundation, is opening a new facility in Fortuna for two programs: Adult Day Health, the therapeutic day program that serves disabled adults, and Redwood Coast PACE, the all-inclusive health plan that provides medical, social, rehabilitation, and supportive services for frail older adults who need a nursing home level of care, but want to remain in their own homes. These services are presently provided in Eureka. This project is to expand service in the Eel River Valley, simultaneously freeing capacity for service in Eureka.

I worked at HSRC for 12 years as the director of the Adult Day Health and Alzheimer's Services and know how important it is to bring Adult Day Health back to the Eel River Valley, as well as to further improve health outcomes with the addition of PACE.

These programs are economic drivers in the target industry of Diversified Healthcare. Together, they presently have a combined \$16.5 million budget, care for 245 people, and employ 74 staff. The services are so needed that they are already straining the capacity of the Eureka facility.

EMAIL: A1AA@A1AA.ORG • WEBSITE: A1AA.ORG • (800) 408-4636 (TOLL FREE)

HUMBOLDT OFFICE 434 7TH STREET • EUREKA, CA 95501 (707) 442-3763 (PHONE) • (707) 442-3714 (FAX) HICAP (707) 444-3000 • LTCOP (707) 269-1330 (CONFIDENTIAL) DEL NORTE OFFICE 1765 NORTHCREST DR. • CRESCENT CITY, CA 95531 (707) 464-7876 (PHONE) • (707) 464-5096 (FAX)

A1AA IS A LOCAL NONPROFIT. DONATIONS HELP US HELP OUR COMMUNITY.

Redwood Coast PACE in particular is an important player in the local economy. It contracts with a network of 55 healthcare vendors and providers, including medical specialists, all of the hospitals, home health caregivers, pharmacies and providers of medical equipment.

This is a unique opportunity. The facility is being built by the McLean Foundation. The Humboldt Senior Resource Center will hold a long-term lease on the land and the building and will administer both programs.

We support this application for a grant of \$30,000 toward staff compensation during the launch phase of the project.

Sincerely,

Maggie Kraft, MSW Executive Director



COUNTY OF HUMBOLDT

825 5TH STREET, ROOM 111 EUREKA, CALIFORNIA 95501 PHONE: (707) 476-2390

December 5, 2017

Stryder Morissette, Chief, PACE Unit Department of Health Care Services P.O. Box 997413, MS 0000 Sacramento, CA 95899-7413 Email: strider.morissette@dhcs.ca.gov

Re: Redwood Coast PACE Expansion Application

On behalf of the Humboldt County Board of Supervisors, I am writing to express our support for the expansion of the Humboldt Senior Resources Centers Redwood Coast PACE program.

PACE is a program of all-inclusive care for the elderly established in late 2014. Redwood Coast PACE continues to be the only rural PACE program in California and is looking to develop and expand their services. A second center site could serve up to an additional 75 participant and allow for continued growth to occur at the existing PACE Center as well.

We respectfully encourage you to support this important project for the growing number of rural seniors who will benefit from this successful and expanding service.

Please fee to contact me with any further questions.

Sincerely,

Vugine Bins

Virginia Bass, Chair Humboldt County Board of Supervisors

VB:td

Internal Revenue Service

Department of the Treasury

P. O. Box 2508 Cincinnati, OH 45201

Person to Contact: Ronnie Clemons #31-04020 Customer Service Specialist Toll Free Telephone Number: 8:00 a.m. to 9:30 p.m. EST 877-829-5500 Fax Number: 513-263-3756 Federal Identification Number:

94-2261434

Date: October 23, 2000

Humboldt Senior Resource Center Inc. 1910 California Street Eureka, CA 95501-2870

Dear Sir or Madam:

This letter is in response to your request today for a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in January 1975, granted your organization exemption from federal income tax under section 501 (c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055,2106, and 2522 of the Code.

Humboldt Senior Resource Center, Inc. 94-2261434

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. You are also required to make available for public inspection a copy of your organization's exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of \$20 a day for each day you do not make these documents available for public inspection (up to a maximum of \$10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

John & Ficketts

John E. Ricketts, Director, TE/GE Customer Account Services

Humboldt Senior Resource Center	FY 18/19 Revised Budget			
TOTAL GRANTS	1,021,879			
TOTAL FUNDRAISING	457,683			
TOTAL PROGRAM REVENUE	16,302,377			
TOTAL PROJECT REVENUE	92,738			
TOTAL SALES	554,100			
TOTAL OTHER REVENUE	87,640			
TOTAL INTER PROJECT REVENUE	804,211			
TEMPRARILY RESTRICTED FUNDS	80,000			
TOTAL REVENUE	19,400,628			
TOTAL PERSONNEL COST	6,153,042			
TOTAL OCCUPANCY	207,058			
TOTAL COMMUNICATIONS	37,451			
TOTAL SUPPLIES	2,643,538			
TOTAL TRAVEL AND TRAINING	109,769			
TOTAL TRANSPORTATION	205,377			
TOTAL OUTSIDE SERVICES	7,818,989			
TOTAL EQUIPMENT	283,491			
LOAN INTEREST	98,427			
TOTAL OTHER EXPENSES	528,130			
TOTAL INTER PROJECT EXPENSE	807,259			
TOTAL EXPENSES	18,892,531			
SURPLUS FROM OPERATIONS	508,098			
SURPLUS(DEFICIT) NON OPERATIONAL	5,250			
REVENUE BEFORE NON CASH	513,348			
TOTAL NON CASH	(201,432)			
NET SURPLUS (DEFICIT)	311,916			

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Timeline

All dates are affected by progress in construction, which is affected by weather, and so cannot accurately be forecast.

Date	Milestone
February 2019	Construction began.
August 2019	Nurse Practitioner hired for PACE.
September 2019	Staff recruitment begins: two Center Managers, two van drivers, one registered nurse, two social workers, three in-home carepartners, three Center carepartners, two activity coordinators, and one center coordinator.
October 2019	Construction complete. Building interior completed with furnishings, equipment and workstations. Licensing approved for the Day Center. Staff hired and trained.
November 2019	Adult Day Health and Redwood Coast PACE Day Center opens.
December 2019	Contract signed with CMS for PACE Clinic to open.
January 2020	Measurement: 40 participants being served by Adult Day Health and Redwood Coast PACE in Fortuna.
2025	Five year goals: 30 staff; 80 participants; \$6.5 million budget.

Joyce Hayes, MS, RD

Executive Director

Primary Responsibilities

The Executive Director acts under the policy direction of the Board of Directors and is responsible for leadership and management of the of the Humboldt Senior Resource Center, a \$15 million community-based non-profit organization that provides social, health care, and medical services to seniors and their caregivers.

- Plans, organizes, coordinates and administers directly and through management staff all Agency functions, including: programmatic, fiscal, personnel, and legal delegations.
- Acts as chief liaison with funding agencies at local, state, and national level and monitors annual Agency wide budget and fiscal policies.
- Direct and supervisory responsibility for supplemental fund-raising efforts. Strategic development of new programs responsive to community needs, challenges, and opportunities.
- Public relations liaison to the community at large and to other organizations within the community; promotes and establishes strategic alliances between HSRC and appropriate community agencies; interprets Agency goals to the public.

Key Accomplishments at the Humboldt Senior Resource Center

- Honored as 2015 Woman of the Year for California's Second Assembly District.
- As Executive Director, spearheaded the creation of Redwood Coast PACE, the first rural PACE in California, raising \$2 million of up-front financing in grants and loans.
- Led the agency in the \$5 million capital campaign for the construction of the state-of-the-art Alzheimer's Resource Center.

Relevant Professional Experience

Humboldt Senior Resource Center (1998 to present).

- Executive Director. (2003 to present)
- Nutrition Director. (1994-2003)

Food service management and nutrition consultant (1979 to 1993)

Registered Dietitian for Area I Agency on Aging (1981 to 1993)

Education

Master of Science and Internship, Dietetics and Nutrition–University of Kansas Medical Center (1974)

Bachelor of Science, Home Economics- Oregon State University (1972)

Teresa Oliveri, RN, BSN

Director of Health Services

Primary Responsibilities

Responsible for the daily program, personnel, and operations management, and community and intra-agency interaction of Adult Day Health and Multi-Purpose Senior Services Program.

- Director has working knowledge of, and maintains compliance with, Title 22 and other regulations governing Community Based Adult Services (CBAS).
- Oversees activities and staff responsible for Alzheimer's Services.
- Partners with the Director of Redwood Coast PACE to ensure a strong continuum of health services between the two agency programs.

Key Accomplishments

- Co-founder and Director of Health Services of a Memory Community in Medford, Oregon, based on the principles of the Eden Alternative. Responsible for writing and implementing policies and procedures, working with State of Oregon licensors on all start-up rules. Responsible for oversight of building to comply with State of Oregon Memory Care Community Rules.
- Certified Eden Alternative Associate dedicated to creating meaningful culture change in long-term care organizations by supporting continued growth and wellbeing for individuals living with cognitive, developmental, psychological, and physical challenges.

Relevant Professional Experience

- Director of Health Services, Humboldt Senior Resource Center (2017- present)
- Director of Health Services, Roxy Ann Memory Community. (2010 to present)
- Director of Health Services, Northridge Center for Assisted Living. (2007-2010)
- Visiting Nurse, Signature Home Health. (2006 to 2007)
- Cardiac Floor nurse, Rogue Valley Medical Center. (2005-2006)

Education

Bachelor of Science, Nursing-Oregon Health and Science University (2005)

Graduated Sigma Theta Tau Honor Society of Nursing (2005)

Practicum Focus on Mental Health Nursing, including mental illness and dementia.

Barbara LaHaie, MA

Redwood Coast PACE Director

Primary Responsibilities

Responsible for the planning, development and administration of Redwood Coast PACE. (*March 2016 to present.*)

- Provides leadership in the development and implementation of strategic plans for Redwood Coast PACE, including definition of goals and mission, products and services.
- Provides broad-based, long-range leadership to and supervision of the Management Team.
- Ensures the fiscal integrity of Redwood Coast PACE through development and control of the operating budgets.
- Develops, supervises and administers all management and provider contracts of Redwood Coast PACE.
- Assures compliance with Federal, State and local regulatory and licensing standards applicable to Redwood Coast PACE.

Key Accomplishments at the Humboldt Senior Resource Center

- Built Redwood Coast PACE census from 72 to 175 participants.
- Completed over 30 contracts with medical specialists and service providers.
- Finalized a contract to provide intensive mental health services with Humboldt County Department of Health and Human Services.
- Established a contract with Mad River Adult Day Center to allow for expanded capacity.
- Developed and implemented an In Home Care program
- Created positions of Care Coordinator, and Supervising Nurse to support implementation of participants' care plan.
- Implemented telemedicine.
- Preparing for PACE expansion to a Fortuna site.

Relevant Professional Experience

Humboldt County Department of Health & Human Services Administration (2000 to March, 2016)

- Served as Assistant Director, Programs; provided oversight to the operations of the Social Services, Public Health, and Mental Health Branches. (2007 to *March*, 2016)
- Deputy Branch Director, Social Services Branch. (2006-2007)

Education

Master of Arts, Counseling-University of San Francisco-1991

Bachelor of Arts in Social Welfare-Humboldt State University-1986

Jennifer Heidmann, MD, FACP

Redwood Coast PACE Medical Director & Primary Care Physician

Primary Responsibilities

Provides leadership and is accountable for all Redwood Coast PACE medical services, including planning, development, implementation, and ongoing participant care. (*April 2014 to present.*)

- In charge of clinic operations, supervision of Geriatric NP, RN, LVN, and MA.
- Assists with quality planning and monitors utilization of resources. Oversees the Quality Assessment and Performance Improvement Program.
- Chairs the Ethics Committee and helps organize and run the Medical Advisory and the Quality Improvement Committees.
- Provides in-hospital care for PACE participants.
- Serves as a liaison to the medical community and community at large for PACE.
- Maintains positive relationships with network providers to assure high quality participant care.

Key Accomplishments at the Humboldt Senior Resource Center

- Building the Redwood Coast PACE Program from two to 170 participants.
- Working with the community to improve geriatric and dementia care.
- Clinical Preceptor, UC Davis Betty Irene Moore School of Nursing for Nurse Practitioners and Physician's Assistant students rotating through PACE.

Relevant Professional Experience

- Hospitalist, Humboldt Medical Specialists/St. Joseph Hospital, Eureka. (9/2013-4/2014)
- Hospitalist, (3/2013 to 8/2013) Facility Medical Director of Hospitalist Program, TeamHealth/St. Joseph Hospital, Eureka. (8/2010 to 3/2013)
- Outpatient and inpatient internal medicine practice (9/2002 to 3/2009), and Hospitalist (4/2009 to 7/2010) Eureka Internal Medicine/St. Joseph Hospital, Eureka.
- Humboldt Del Norte Independent Physicians Association Board of Directors. (2008-2011)

Education

Internship and Residency, Internal Medicine-Primary Care, University of California, San Francisco (1999 to 2002)

Doctor of Medicine, University of Wisconsin-Madison (1999)

EXHIBIT C Project Budget

HSRC Project Budget				
Project Expense Item	Total Cost	Requested Amount from Headwaters Grant Fund	Amount from Matching Funds	Source of Matching Funds
		Glant Fund	l	I
Direct Salaries & Wages				
Medical Director (.1 FT)	1,764		1,764	Rose Perenin Foundation
Nurse Practitioner (1 FT) 2 mo.	19,842	19842	-	
Registered Nurse (1 FT)	5,560	5560	-	
Social Worker (1.8 FT)	7,970	4598	3,372	Rose Perenin Foundation
PACE Center Manager (1 FT) 2 mo	11,691		11,691	Rose Perenin Foundation
ADHC Center Manager (1 FT)	5,845		5,845	Rose Perenin Foundation
Enrollment Representative (.5 FT) 3 mo	4,427		4,427	Rose Perenin Foundation
Activity Coordinator (2 FT)	5,076		5,076	Rose Perenin Foundation
Van Drivers (2 FT)	5,573		5,573	Rose Perenin Foundation
Care Partners in Center (3 FT)	7,293		7,293	Rose Perenin Foundation
Care Partners in Home (3.5 FT)	7,716		7,716	Rose Perenin Foundation
Admin Assist (1 FT)	2,665		2,665	Rose Perenin Foundation
Maintenance Worker (IFT)	1,965		1,965	Rose Perenin Foundation
Medical Assistant (1 FT)	2,951		2,951	Rose Perenin Foundation
Kitchen Worker (.75 FT)	1,574		1,574	Rose Perenin Foundation
Center Coordinato/Receptionist (1 FT)	2,467		2,467	Rose Perenin Foundation
OT (.3 FT)	3,296		3,296	Rose Perenin Foundation
PT (.3 FT)	3,296		3,296	Rose Perenin Foundation
PT/OT Assistant (.75 FT)	1,769		1,769	Rose Perenin Foundation
Subtotal: all Direct Salaries & Wages	102,739	30,000	72,740	Rose Perenin Foundation
Benefits & Payroll Taxes	30,822	-	30,822	Rose Perenin Foundation
Total	133,562	30,000	103,562	
Ourselver de menne steff velete d	0			
Overhead- non-staff related	0			
Overhead- staff related All Overhead Costs as% of Total Project Cost	0			
Total Project Cost	133,562			
*Unless otherwise noted, the position will be fille	d the month befor	re the Center opens		

<u>EXHIBIT D</u> <u>Funds Request Form</u>

Exhibit C Headwaters Funds Request Form

Grantee: Address:			Preparer: Title: Phone:			Grant Start Date:			
			E-Mail Address:			-			
	Re	quest Number:				Report	Period: From:		To:
Co	ontract Activities	Budget Category	HWF Budgeted Amount	HWF Requested in Prior Periods	HW Funds Requested in This Period	HW Funds Remaining	Matching Funds Budgeted	Matching Funds Spent to Date	% HW Funds Spent to Date
						0.00			
						0.00			
						0.00			
						0.00			
						0.00			
						0.00			
						0.00			
						0.00			
						0.00			
Sub-total			0.00	0.00	0.00	0.00	0.00	0.00	
10% Retentio	on				0.00				
Total Paymer	nt				0.00				

Grantee Certification:

I certify to the best of my knowledge that this report is true in all respects, that the reported amounts agree with the official accounting records, and that all disbursements have been made for the purposes and conditions of this grant.

Name:

Signature:

Date:_____

<u>EXHIBIT E</u> Quarterly Report Form

The Headwaters Grant Fund Quarterly Report

The purpose of the Quarterly Report is to keep the Headwaters Fund staff and Board up-to-date on grantee projects. A Quarterly Report is due every 90 days: April 30, July 31, Oct 31, Jan 31. Please complete the following form.

Date:	Project Title: Humboldt Business Challenge	
Organization:	Preparer:	Grant No.:
Address:	Title:	Grant Start Date:
	Phone:	Grant End Date:
Phone:	email:	

Please respond to the following, using as much space as necessary:

- 1. Describe your successes on the project to date.
- 2. Are grant activities proceeding according to planned timeline and budget? If not, state and explain any request for change:
 - Delayed/over budgeted activities
 - Revised timeline/budget
 - Impact of delay/over budget on project
- 3. Discuss any problems or unforeseen circumstances in implementing the grant project. Address how these problems/circumstances will be overcome, if appropriate and if there is anything Headwaters Fund staff can do to assist you.
- 4. Is there anything else that the Headwaters Fund staff and Board should know about regarding your project?

I, the undersigned, certify that the information reported in this document is complete and accurate to the best of my knowledge.

Name (print): _____

Title:

Signature: _____

EXHIBIT F Project Evaluation Form- Final Report



Grantee Self-Evaluation Final Report

The information requested on this form will allow the Headwaters Fund to better understand its funding and report to the public. Please return this form within 30 days of your project completion. Headwaters Fund staff may contact you with further questions about your project.

Today's Date: Project Start Date: Project End Date:

Organization Name: Humboldt Senior Resource Center Project Title: Expanding Superior Healthcare Services for Low Income Seniors and the Disabled

Please answer the following questions, using as much space as necessary on separate pages:

- 1. What was your plan for improving the local economy?
- 2. Were you successful in filling the need or solving the problem that you set out to solve?
- 3. How many jobs did you create?
- 4. What were the challenges you encountered and how did you overcome them?
- 5. Which industries and businesses did you work with? Please provide any testimonials or quotes from those businesses related to the impact of your project on them.
- 6. Based on your identified strategy to promote economic development, what were your measurable objectives and did you achieve those?
- 7. If your project leveraged outside funds, how much additional funding was brought into the area?
- 8. Did your project develop knowledge or a product that can be sold outside the area? If so, describe that knowledge or product and its potential market.
- 9. What are the lasting benefits of the project (provide quantitative and qualitative benefits)?
- 10. How will you continue the work started by this project?
- 11. What, if any, are your comments about working with the Headwaters Fund and its staff?
- 12. Do you have any other comments?
- 13. Please attach any press releases, stories, or other materials that have been published regarding the project funded by the Headwaters Fund grant, or let us know how you have recognized the Fund for the support.

I, the undersigned, certify that the information reported in this document is complete and accurate to the best of my knowledge. I understand that as a community fund, it is important that the Headwaters Fund is able to report concrete results. Because of this, staff may be contacting me in

future years to follow up on project outcomes over time. Please include this signed cover page with your report.

Name (print): _____

Title: _____ S

Signature: _____

EXHIBIT G Headwaters Fund Recognition Policy

Purpose

The Headwaters Fund is a public fund of the County of Humboldt. Because of this, it is especially important that our community be made aware of the projects and events we are sponsoring. We request that you honor this need and recognize the Headwaters Fund appropriately on materials and in public announcements which are connected with projects funded by the Headwaters Fund.

Policy

The Headwaters Fund requires that grantees include the fund name and/or logo whenever publicizing events or projects which have been supported by Headwaters grant funds. This is to acknowledge funding and to promote the purpose of the Headwaters Fund.

Implementation

Logo Use

The Headwaters Fund logo should be included on all posters, flyers, invitations, websites and announcements for events sponsored by the Headwaters Fund. Headwaters Fund logo size should be equal to that of other sponsors who have contributed a similar amount of funding. If there is a sponsor section on your website or any associated social media sites, the Headwaters Fund logo should be posted. If possible, the logo should also be a link to the Headwaters Fund website. Contact staff with any questions about appropriate placement or use of the Headwaters Fund logo. Include copies of any materials on which you placed the logo with your Quarterly Grant report.

Press Releases

Press releases related to projects or events sponsored by the Headwaters Fund should mention the Headwaters Fund as a sponsor and should be reviewed and approved by Headwaters Fund staff in advance of being sent.

Public Events

For openings, ribbon cuttings, open houses, or other ceremonial events related to projects funded by the Headwaters Fund, formal mention of the Headwaters Fund's contribution should be included as part of the program. If appropriate, a Headwaters Fund Board member or member of the Board of Supervisors could be asked to comment. Staff can help make these arrangements.

Research

When research or other work generated under the sponsorship of the Headwaters Fund is published or released the contribution should be recognized. (For example: Support provided by the Headwaters Fund.) It is not necessary to include the Headwaters Fund logo unless other sponsor's logos are being included.

Contact

Please contact the fund at <u>headwaters@co.humboldt.ca.us</u> or 707-445-7745 with any questions or for assistance in implementing this policy.