



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-19

For the meeting of: December 13, 2016

Date: November 15, 2016

To: Board of Supervisors

From: Connie Beck, Director *[Signature]*
Department of Health and Human Services – Public Health

Subject: Professional Service Agreement with the California Center for Rural Policy for Pre- and Postnatal AOD Prevention Project and Supplemental Budget (4/5 Vote)

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the Professional Services Agreement between Department of Health and Human Services (DHHS) – Public Health and the California Center for Rural Policy (CCRP) for the term of December 1, 2016 through May 31, 2018;
2. Authorize the Chair of the Board to sign three (3) originals of the agreement;
3. Direct the Clerk of the Board to return two (2) executed originals of the agreement and one (1) fully executed board agenda item to the DHHS-Contract Unit for forwarding to DHHS-Public Health;
4. Direct the Auditor-Controller to supplement fund 1175, Budget Unit 420- Maternal Child Health (MCH) Coordination Project per Attachment B and;
5. Authorize the Public Health Director or designee to sign any subsequent amendments and documents directly related to the agreement after review and approval by County Counsel and Risk Management.

Prepared by Shannon Falk-Carlsen, AA

CAO Approval *[Signature]*

REVIEW:

Auditor *[Signature]*

County Counsel *[Signature]*

Human Resources

Other

TYPE OF ITEM:

☒ Consent
☐ Departmental
☐ Public Hearing
☐ Other

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: 9/13/2016 _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

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

Ayes *Sundberg, Fennell, Lorelacci, Bohn, Bass*

Nays

Abstain

Absent

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

Dated: *Dec. 13, 2016*

By: *[Signature]*

Kathy Hayes, Clerk of the Board

SOURCE OF FUNDING:

Public Health Fund

DISCUSSION:

Currently in Humboldt County there are no clear, evidence-based guidelines for how to carry out and respond to pre- and postnatal drug screening needs and testing for pregnant women, new mothers, and their babies. The community and DHHS have identified the need for pre- and postnatal AOD prevention. Developing new workflows and interventions to target pre- and postnatal screening, testing, and referral guidelines (including recommendations on when to involve Child Protective Services) based on research and best standard practices from other regions represents a first step toward improving health for mothers and babies affected by alcohol and other drugs (AOD) as well as improving workforce satisfaction for health care and social service stakeholders. These interventions will be piloted first on a small scale, and then studied and refined, before wide-spread implementation.

DHHS has allocated seventy five thousand dollars (\$75,000) in Intergovernmental Transfer (IGT) funding for AOD prevention to complete this agreement and address this need for pre- and postnatal AOD prevention. Under agreements with the state and Partnership Health Plan, county IGT funds must be expended on projects that promote the well-being of Medi-Cal beneficiaries in one of the identified target areas. The Pre and Postnatal AOD Prevention Project will address two of the IGT target areas: substance abuse treatment and prevention, and care coordination. The IGT Funding will pass from Social Services to the Maternal Child and Adolescent Health (MCAH) program, who will work as the county liaison with CCRP. The MCAH program is a state program that addresses prenatal, infant, child and adolescent health and safety issues through direct service and collaborative work with community partners. Areas of focus for the program include health disparities, perinatal substance use, safe infant sleeping, breastfeeding promotion, perinatal mood disorders, preconception and prenatal care, and perinatal and child oral health.

CCRP will serve as the managing entity for the project. In addition to project management and coordination services, CCRP will also serve as the lead on research, community convening, and evaluation efforts. A CCRP Research Analyst will conduct key informant interviews with community providers and stakeholders, map existing resources, and analyze for gaps; as well as conduct a literature review. CCRP will engage a group of non-medical community leaders to serve as a sounding-board as data is reviewed and interventions are developed. A steering committee composed of social services and healthcare stakeholders will be convened to provide project guidance, especially as relates to the development of new practices to improve the delivery of care to this vulnerable population, and enhancing the coordination of care across the social and health care continuum. CCRP will work in conjunction with hospitals, physician champions, Humboldt Independent Practice Association (IPA), and AOD treatment providers to accomplish project deliverables.

This agreement comes late to the Board due to late receipt of provision changes from CCRP.

FINANCIAL IMPACT:

The agreement before your Board today will allow DHHS-Public Health to reimburse CCRP up to seventy-five thousand dollars (\$75,000) over an 18 month period from Dec. 1, 2016- May 31, 2018 from Fund 1175, Budget Unit 420 – MCH Coordination Project. The total amount for this agreement will be funded through IGT funds reimbursed to DHHS-Public Health through Social Services. The transfer of funds was included in the Social Services budget for Fiscal Year (FY) 2016-17. The supplemental budget in the amount of fifty thousand dollars (\$50,000), per Attachment B will not increase or decrease the overall budget for FY 2016-17. The remaining agreement amount of twenty-five thousand dollars (\$25,000) will

be incorporated into the county budget process for FY 2017-18 in Fund 1175, Budget Unit 420 – MCH Coordination Project. There is no anticipated negative impact to the county General Fund.

This agreement supports your Board's Strategic Framework by protecting vulnerable populations and creating opportunities for improved safety and health.

OTHER AGENCY INVOLVEMENT:
CCRP

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Your Board could choose not to approve this agreement with CCRP. However, this is not recommended as the loss of funding would reduce services to a vulnerable population.

ATTACHMENTS:

Attachment A: Three (3) original agreements

Attachment B: Supplemental Budget- MCH Coordination Project

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
Humboldt State University Sponsored Program Foundation-
California Center for Rural Policy (CCRP)**

This Agreement, entered into this 13th day of December, 2016, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Humboldt State University Sponsored Program Foundation- California Center For Rural Policy, a non-profit corporation, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Health and Human Services ("DHHS") Public Health desires to retain the services of CONTRACTOR to conduct research and evaluation for a Pre- and Post- Natal Alcohol and Other Drugs (AOD) Prevention Project; and

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

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

WHEREAS, CONTRACTOR has represented that it is qualified to perform such services.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR agrees to furnish the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference. In providing such services, CONTRACTOR agrees to fully cooperate with the Humboldt County DHHS-Public Health Director or designee thereof, hereinafter referred to as "DIRECTOR"

2. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect until May 31, 2018, unless sooner terminated as provided herein.

3. TERMINATION:

A. Breach of Contract. If, in the opinion of COUNTY, CONTRACTOR fails to adequately perform the services required hereunder 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 applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.

B. Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice to CONTRACTOR. Such notice shall state the effective date of the termination.

- C. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is terminated or reduced, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation Upon Termination. In the event of any termination of this Agreement, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owing to COUNTY resulting from a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Seventy Five Thousand Dollars (\$75,000). CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. If local, state or federal funding or allowance rates are reduced or deleted; the maximum amount payable by COUNTY for services provided hereunder may be reduced accordingly.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein, shall not be provided or compensated without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum dollar amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum dollar amount will be reached.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY quarterly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation as specified by, DIRECTOR and the Humboldt County Auditor-Controller. CONTRACTOR shall submit a final undisputed invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered and costs and expenses incurred will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS – Public Health
Attention: Olivia Wilder
507 F Street
Eureka, CA 95501

6. NOTICES:

Any and all notices 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 below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County DHHS – Public Health
Attention: Megan Blanchard
908 7th Street
Eureka, Ca 95501

CONTRACTOR: HSU Sponsored Program Foundation
California Center for Rural Policy
Attention: Connie Stewart
1 Harpst Street
Arcata, CA 95521

7. REPORTS:

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by local, state and/or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, 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. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the services provided hereunder.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.

- C. Audit Costs. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirements shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CONTRACTOR agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, programs or procedures, at any time, as well as the overall operation of CONTRACTOR's programs, in order to ensure compliance with the terms and conditions of this Agreement. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by CONTRACTOR pursuant to the terms of this Agreement.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR 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: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328 and 10850; California Health and Safety Code Sections 1280.15 and 1280.18; 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 federal and state confidentiality laws are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement 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 or regulations.

11. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

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

12. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, CONTRACTOR, 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 the employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2, of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

13. DRUG-FREE WORKPLACE:

By executing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350 et seq.) and will provide a drug-free workplace by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:
1. The dangers of drug abuse in the workplace;
 2. CONTRACTOR's policy of maintaining a drug-free workplace;

3. Any available counseling, rehabilitation and employee assistance programs; and

4. Penalties that may be imposed upon employees for drug abuse violations.

C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:

1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and

2. Agree to abide by the terms of CONTRACTOR's Drug-Free Policy as a condition of employment.

D. Effect of Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONTRACTOR may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONTRACTOR violates the certification by failing to carry out the above-referenced requirements.

14. INDEMNIFICATION:

Each party shall indemnify, hold harmless the other, its officers, employees, and agents from and against any and all loss, liability, expense, claim costs (including costs of defense), fines, penalties, consequences, and suits and damages of every kind, nature and description directly or indirectly arising from negligent or intentional acts, errors, or omissions in the performance of this Agreement and responsible party shall pay all claims, damages, judgments, legal costs, adjustors' fees and attorneys' fees and attorneys' fees related thereto.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR 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 CONTRACTOR's indemnification obligations provided for herein, CONTRACTOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Best's 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 CONTRACTOR, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.

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).
 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 CONTRACTOR may be exposed to liability. CONTRACTOR 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 CONTRACTOR. 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 insured's 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 CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
 6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. 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 CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

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

CONTRACTOR: HSU Sponsored Program Foundation
California Center for Rural Policy
Attention: Connie Stewart
1 Harpst Street
Arcata, CA 95521

16. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement by and between two (2) independent contractors 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 CONTRACTOR 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. CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the services covered by this Agreement. CONTRACTOR further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

18. PROVISIONS REQUIRED BY LAW:

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

19. REFERENCE TO LAWS AND RULES:

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

20. SEVERABILITY:

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

21. 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 CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by CONTRACTOR to obtain supplies, technical support or professional services.

22. AGREEMENT SHALL BIND SUCCESSORS:

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

23. WAIVER OF DEFAULT:

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

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 Agreement.

25. AMENDMENT:

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

26. STANDARD OF PRACTICE:

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

27. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR will have a non-exclusive, royalty free use of documents and information and may retain copies of such documents and information for its records. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all information, writings and documents pertaining to the services provided hereunder to COUNTY without exception or reservation.

28. JURISDICTION AND VENUE:

This Agreement 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.

29. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement 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. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to DIRECTOR.

30. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided hereunder. Any and all subcontracts will be subject to all applicable provisions of this Agreement. CONTRACTOR shall remain legally responsible for the performance

of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

31. ATTORNEYS' FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

32. SURVIVAL:

The duties and obligations of the parties set forth in Section 3(D) – Compensation Upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this Agreement.

33. 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 paragraphs 1 through 39 of this Agreement, paragraphs 1 through 39 of this Agreement shall have priority.

34. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

35. INDEPENDENT CONSTRUCTION:

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

36. 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, without limitation, 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.

37. ENTIRE AGREEMENT:

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

38. AUTHORITY TO EXECUTE:

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. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

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

**HUMBOLDT STATE UNIVERSITY SPONSORED PROGRAMS FOUNDATION-
CALIFORNIA CENTER FOR RURAL POLICY:**

By: 

Date: 11/9/16

Name: Steven Karp.

Title: Executive Director

COUNTY OF HUMBOLDT:

By: 

Date: 12/13/16

Mark Lovelace
Chair, Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 11/29/16

LIST OF EXHIBITS:

Exhibit A – Scope of Services

Exhibit B – Schedule of Rates

EXHIBIT A SCOPE OF SERVICES

Humboldt State University Sponsored Programs Foundation
California Center for Rural Policy
December 1, 2016-May 31, 2018

Humboldt State University Sponsored Programs Foundation via the California Center for Rural Policy (CCRP) will serve as the managing entity for this project, examining how to carry out and respond to pre- and postnatal drug screening needs and testing for pregnant women, new mothers, and their babies. In addition to project management and coordination services, CCRP will also serve as the lead on research, community convening, and evaluation efforts. CCRP will work in conjunction with community partners to accomplish project deliverables, particularly around implementation of interventions and new workflows. CCRP Research Analyst will conduct key informant interviews with community providers and stakeholders, map existing resources, and analyze for community gaps. CCRP will engage a group of non-medical community leaders to serve as a sounding-board as data are reviewed and interventions are developed to improve health for mothers and babies affected by AOD.

1. SERVICES:

Project Management and Coordination:

HSU-SPF via CCRP will deliver project management and coordination for the Pre and Post-Natal AOD Project. These activities will include:

I. Project Strategy and leadership:

- a. Working with the steering committee to set timelines, identify resources, and mitigate challenges. The steering committee will meet at least quarterly.
- b. Working with the Community Group to develop a community priorities and values related to pre and post-natal AOD screening and intervention.
- c. Working in conjunction with project consultants and project partners.

II. Project Implementation and Coordination:

- a. Provide support and coordination as needed for project implementation.
- b. Convening and scheduling meetings
- c. Setting meeting agendas

III. Project Monitoring:

- a. Monitoring project timelines
- b. Ensuring that tasks are accomplished

IV. Project Communication:

- a. Capturing key achievements, lessons learned, updates, etc. and communicating at regular intervals to project stakeholders.

Research and Evaluation:

HSU-SPF via the California Center for Rural Policy (CCRP) will lead research and evaluation responsibilities for the Pre and Post-Natal AOD Project. These activities will include:

I. Research:

- a. Collecting and submitting appropriate documentation for Institutional Review Board exemption from Humboldt State University
- b. Establishing interview goals and guidelines
- c. Coordinating and conducting interviews with 10 or more project stakeholders
- d. Producing a literature review of best practices related to pre-natal AOD screening and corresponding intervention protocol.
- e. Mapping existing community resources related to pre-and postnatal screening and intervention for families facing AOD issues
- f. Researching payment reforming opportunities and understanding financial ROI related to the project
- g. Produce report on findings

II. Evaluation:

- a. Work with project partners to identify project metrics
- b. Establish and collect baseline data (in conjunction with project partners)
- c. Analyze data pre and post intervention
- d. Analyze costs per and post intervention
- e. Capture findings in a the project report

Convening Duties:

CCRP will assume convening duties for the groups involved in the project including the steering committee and the Community group. These duties will include:

- I. Serving as a neutral convener and facilitator for meetings.
- II. Setting meeting schedules.
- III. Coordinating meetings (facilities, materials, and meals as necessary).
- IV. Meeting management (minutes, agendas, etc.).

2. SCHEDULE:

Work will be completed over an 18-month period

3. DELIVERABLES:

CCRP will assume responsibility for multiple project deliverables throughout the course of the project.

I. Interim Deliverables:

- a. Evaluation plan finalized (End of Month 2)
- b. Draft literature review capturing best practices related to pre and post-natal AOD screening and intervention (End of Month 4)
- c. Draft report capturing key findings and qualitative analysis from key informant interviews (End of Month 4)
- d. Draft map identifying existing community resources and services related to pre and post-natal AOD screening, intervention, and treatment (End of Month 4)
- e. Draft white paper capturing payment reform opportunities and potential financial ROI for likely interventions (End of Month 7)
- f. Interventions and community recommendations developed (End of Month 7)
- g. Plan for intervention scale up and spread established (End of Month 8)

II. Final Deliverable:

Final report completed (End of Month 18); Report will include:

- a. Final literature review
- b. Final report on key informant interviews
- c. Map of community resources and services
- d. Financial ROI and payment reform opportunities
- e. New community protocols and interventions
- f. Preliminary findings and analysis from project evaluation
- g. Next phase priorities

4. ACCEPTANCE CRITERIA:

All deliverables will be submitted to the DHHS Public Health Director for review and input before deliverables are considered finalized.

5. REPORTING REQUIREMENTS:

All deliverables will be completed and submitted within the 18 month timeline.

6. PLACE OF PERFORMANCE:

Humboldt State University
California Center for Rural Policy
1 Harpst Street
Arcata, CA 95521

7. COUNTY RESPONSIBILITIES:

The DHHS Public Health Director and/or designees will serve on the Steering Committee and review and provide on all deliverables before they are considered complete.

EXHIBIT B
SCHEDULE OF RATES
Humboldt State University Sponsored Programs Foundation-
California Center for Rural Policy
December 1, 2016- May 31, 2018

A. Personnel Costs <i>formula for salary calculations and any benefits should be clearly identified</i>	
Title: Executive Director Hourly Rate of Pay or Salary Calculation: \$8,000 Duties Description: Co-project lead	\$8,000
Title: Research Analyst Hourly Rate of Pay or Salary Calculation: \$18.00 Duties Description:	17,910
Benefits: OASDI: 6.20% WC: 3.18% UNEMP: 5.40% MEDICARE: 1.45% RETIREMENT: 10.00% HEALTH: Flat rate DENTAL: 2,60% VISION: .45% LIFE: .10%	\$11,607
Total Personnel Costs	\$37,517
B. Operational Costs	
Item: Description:	
Total Operational Costs:	
C. Supplies	
Item: Printing/Duplication Description: Printing of reports and deliverables for coalition partners and stakeholders.	\$500.00
Item: Business Meetings Description: Cost of conducting stakeholder meetings	\$2,000
Item: Description:	
Total Supplies:	\$2,500
D. Transportation/Travel (Travel expenses must follow Humboldt County Travel Policy Limits)	
Item: Local Mileage Description: Travel for stakeholders and project meetings.	\$200
Total Transportation/Travel:	\$200
E. Other Costs	
Item: Subcontract to the Humboldt Independent Practice Association Description: Co-project Lead Jessica Osborn Stafsnes and QI consulting	\$25,000
Item: Indirect Costs Description: Published IDC rate is 15%.	\$9,783
Item: Description:	
Total Other Costs:	34,783
Grant Total* :	\$75,000

County of Humboldt
1175420 - MCH Coordination Project
Revenues and Expenditures with Encumbrances
For the Period Ending August 31, 2016

	Adopted Budget	Adjusted Budget	Supplemental Request	Revised Budget
Revenues				
50 Other Governmental Agencies				
550050 Federal - MCH Administration	151,519.00	151,519.00	-	151,519.00
550053 Federal Title V MCH Admin	122,694.00	122,694.00	-	122,694.00
586499 State Aid Health Realignment	211,685.00	211,685.00	-	211,685.00
588500 State-OES Child Death Review	1,500.00	1,500.00	-	1,500.00
Total Other Governmental Agencies	487,398.00	487,398.00	-	487,398.00
60 Charges for Current Services				
682238 Charges for Services	15,000.00	15,000.00	-	15,000.00
Total Charges for Current Services	15,000.00	15,000.00	-	15,000.00
70 Other Revenues				
707263 Donations	500.00	500.00	-	500.00
707508 HAF Oral Health	25,000.00	25,000.00	-	25,000.00
707800 Trust Fund Transfer	40,000.00	40,000.00	-	40,000.00
Total Other Revenues	65,500.00	65,500.00	-	65,500.00
Total Revenues	567,898.00	567,898.00	-	567,898.00
Expenditures				
02 Services and Supplies				
2106 Communications	3,850.00	3,850.00	-	3,850.00
2107 Duplicating	1,675.00	1,675.00	-	1,675.00
2109 Household Expense	200.00	200.00	-	200.00
2110 Insurance	4,300.00	4,300.00	-	4,300.00
2112 Maintenance-Equipment	100.00	100.00	-	100.00
2113 Maintenance-Structures	54.00	54.00	-	54.00
2115 Memberships	1,100.00	1,100.00	-	1,100.00
2116 Postage	186.00	186.00	-	186.00
2117 Office Supplies	750.00	750.00	-	750.00
2120 Rents & Leases - Equipment	52.00	52.00	-	52.00
2121 Rents & Leases - Structures	28,601.00	28,601.00	-	28,601.00
2125 Transportation & Travel	1,450.00	1,450.00	-	1,450.00
2126 Utilities	2,160.00	2,160.00	-	2,160.00
2136 Donations (MCAH) Expense	500.00	500.00	-	500.00
2147 Media	1,250.00	1,250.00	-	1,250.00
2194 Recruiting and Employment Cost	100.00	100.00	-	100.00
2217 Books & Periodicals	250.00	250.00	-	250.00
2225 Transportation-Out of County	6,600.00	6,600.00	-	6,600.00
2457 HAF-Oral Health	65,000.00	65,000.00	-	65,000.00
2479 FCANS	1,500.00	1,500.00	-	1,500.00
2504 Interpreters	50.00	50.00	-	50.00
2614 Staff Development & Training	2,100.00	2,100.00	-	2,100.00
2706 Child Death Review Project	3,000.00	3,000.00	-	3,000.00
Total Services and Supplies	124,828.00	124,828.00	-	124,828.00
03 Other Charges				
3125 Information Services Charges	6,480.00	6,480.00	-	6,480.00
3137 A-87 Overhead Charges	5,965.00	5,965.00	-	5,965.00
3346 Family Housing-Medical Support	-	-	50,000.00	50,000.00
3513 Communications/Utility Charges	70.00	70.00	-	70.00
3928 Expense Transfers	430,000.00	430,000.00	-	430,000.00
3940 Central Service Charges	555.00	555.00	-	555.00
Total Other Charges	443,070.00	443,070.00	50,000.00	493,070.00
08 Fixed Assets				
Total Fixed Assets	-	-	-	-
09 Intrafund Transfers				
9336 SSB Charges to Other Co Dept	-	-	(50,000.00)	(50,000.00)
Total Intrafund Transfers	-	-	(50,000.00)	(50,000.00)
Total Expenditures	567,898.00	567,898.00	-	567,898.00
Net Revenues Over (Under) Expenditures)	-	-	-	-

CERTIFICATE OF COVERAGE

DATE (MM/DD/YYYY)

6/23/2016

PRODUCER

Alliant Insurance Services, Inc.
100 Pine Street, 11th Floor
San Francisco CA 94111

THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE ONLY AND CONFERES NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM(S) OF COVERAGE BELOW.

THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING COVERAGE PROVIDER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE MEMORANDUM OF COVERAGE MUST BE ENDORSED. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

IMPORTANT: IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE MEMORANDUM(S) OF COVERAGE AN ENDORSEMENT MAY BE REQUIRED. A STATEMENT ON THE CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

NAMED COVERED PARTY

HSU Sponsored Programs Foundation
PO Box 1185
Arcata CA 95518-1185

PROGRAM AFFORDING COVERAGE**A: CSURMA AORMA****B: AORMA WC/Safety National Cas.****C:****COVERAGES**

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE PERIOD SHOWN BELOW, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT.

JPA LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YY)	COVERAGE EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	AORMA-1617-01	7/1/2016	7/1/2017	EACH OCCURRENCE	\$5,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXPENSE (Any one person)	\$5,000
	<input checked="" type="checkbox"/> Prof Liability				PERSONAL & ADV INJURY	\$5,000,000
	<input checked="" type="checkbox"/> Contractual Liab				GENERAL AGGREGATE	\$5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS-COMP/OP AGG	\$5,000,000
	<input checked="" type="checkbox"/> MEMOR-ANDUM <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY	AORMA-1617-01	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
	<input checked="" type="checkbox"/> ANY AUTO					\$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS					
	<input checked="" type="checkbox"/> SCHEDULED AUTOS					
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
B	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY	AORMA-WC-1617	7/1/2016	7/1/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$5,000,000
	IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW				E.L. DISEASE - EA EMPLOYEE	\$5,000,000
					E.L. DISEASE - POLICY LIMIT	\$5,000,000
	OTHER					
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS

Note: Workers' Compensation Coverage is provided as evidence only.
Evidence of coverage only.

CERTIFICATE HOLDER

Humboldt State University Sponsored
Programs Foundation
PO Box 1185
Arcata CA 95518-1185

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

Nina Song



Endorsement No.: Per Blanket Additional Covered Party attached to Memorandum of Coverage of Coverage listed below
Effective: 07/01/2016
Forms a part of MOC No.: AORMA-1617-01
Issued to: Per Attached Certificate of Coverage
Issued by: CSURMA Auxiliary Organizations Risk Management Authority
Issued on behalf of Member: AORMA Member On File With Company

This endorsement modifies the Memorandum of Coverage of Coverage. Please read it carefully.
ADDITIONAL COVERED PARTY

Additional Covered Party means any person(s), entity(ies), or organization(s) to whom the **Member** is obligated by virtue of any written contract to provide coverage solely with respect to **bodily injury, property damage and personal injury** arising out of the **Member's** operations or premises owned by or rented to the **Member**; and

For which a certificate of coverage has been issued to such person(s), entity(ies) or organization(s) and is on file with CSURMA AORMA evidencing their status as an additional insured under this coverage.

The coverage provided does not apply to any **occurrence** taking place:

1. Prior to the **Members'** operations or occupation of the premises; or
2. After the **Members'** operations have been completed or occupation of the premises has ceased.

The limits of coverage will be limited to the limits required within the terms of the written contract of the limits of liability of this Memorandum of Coverage, whichever is less, and will apply in excess of the **Members' retained limit** shown in the Declarations. CSURMA AORMA will not be obligated for limits of coverage shown in the written contract that are greater than the limits of liability of this Memorandum of Coverage.

The inclusion of more than one **Covered Party** under this policy shall not operate to impair the rights of one **Covered Party** against another **Covered Party** and the coverages afforded by this Memorandum of Coverage shall apply as though separate Memorandum of Coverage had been issued to each **Covered Party**. The inclusion of more than one **Covered Party** shall not, however, operate to increase the limit of the Company's liability.

Any other insurance carried by a certificate holder which may be applicable shall be deemed excess and the **Covered Party's** coverage primary notwithstanding any conflicting provisions in the **Covered Party's** Memorandum of Coverage.

A certificate holder shall not, by reason of their inclusion under this Memorandum of Coverage, incur liability for payment of premium for this Memorandum of Coverage.

In the event of reduction in coverage or cancellation of this Memorandum of Coverage before the expiration date thereof, notice will be delivered in accordance with the Memorandum of Coverage provisions to each entity added as per certificates on file with CSURMA AORMA which specify that a written contract exists and requires that the entity be an additional covered party.

All other terms and conditions in the Memorandum of Coverage remain unchanged.

Signed: Mimi Song

Date: 6/22/16