



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-10

For the meeting of: January 17, 2017

Date: December 21, 2016

To: Board of Supervisors

From: Connie Beck, Director *CB*
Department of Health and Human Services

Subject: Agreement with Binti, Inc. for Data Management Services for Resource Family Approval Process

RECOMMENDATION(S):

That the Board of Supervisors:

- 1) Approve the agreement with Binti, Inc. for fiscal years 2016-2017, 2017-2018 and 2018-2019 to provide a data management service for Resource Family Approval (RFA) processes including a public facing website to allow for RFA application receipt and tracking;
- 2) Authorize the Chairperson to execute three (3) originals of the agreement; and
- 3) Direct the Clerk of the Board to route two (2) fully executed originals of the agreement to the Department of Health and Human Services (DHHS)-Contract Unit for forwarding to DHHS-Information Services.

SOURCE OF FUNDING:

Social Services Funds

DISCUSSION:

Continuum of Care Reform (CCR), mandated by the California legislature for the Department of Social Services (CDSS) to ensure that Counties implement the dramatic changes to the foster home

Prepared by Vonnie Fierro, Staff Services Analyst II

CAO Approval *E. Gibson*

REVIEW:

Auditor *MBM*

County Counsel *HR*

Personnel

Risk Manager *HR*

Other

TYPE OF ITEM:

- Consent
- Departmental
- Public Hearing
- Other

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

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

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

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

Dated: *January 17, 2017*

By: *Kathy Hayes*
Kathy Hayes, Clerk of the Board

approval/licensing process. Many of the required changes have been mandated by the State of California to be implemented as of January 1, 2017.

The RFA processes will now include, but is not limited to; case management, home study completion and tracking of processes that are currently completed by the State of California Community Care Licensing (CCL) Division. These processes include intensive tracking of all trainings and all steps completed by applicants and current approved homes while ensuring that placement homes are readily available for children and youth in Child Welfare Services (CWS). Tracking of these numerous steps is cumbersome and Binti's software product provides a solution that will save staff time on a large scale.

Binti, Inc. provides a software product that allows staff to efficiently identify and manage tasks that are essential to their workload and approval of placement homes in Humboldt County. This product offers a database that provides the capabilities needed for State reporting requirements and identifying available placement homes when an urgent need arises. In addition, a public facing website, hosted by Binti, provides the ability for potential care providers to apply and complete steps to initiate approval online. Binti's product provides the capability to record all approvals the County has issued. This capability will be invaluable to the immediate and long-term success of CCR while providing enhanced customer service to the families and individuals served by DHHS.

The two-year agreement with Binti, Inc. will automatically renew annually until terminated in writing. Currently, the database utilized by CWS staff known as Child Welfare Services Client Management System (CWS/CMS) does not have the functionality to allow for RFA tracking as required. Updates to the CWS/CMS system, anticipated in 2020-2021, to include the RFA process capacity is expected to negate the need for a third-party solution.

FINANCIAL IMPACT:

Approval of the two year agreement with Binti, Inc. for software is \$26,000 annually for a total of \$52,000. This agreement will reside in fund 1160, Budget Unit 511 and be funded through a combination of federal, state and local funds. A budget adjustment will be sought during the county mid-year review process. There is no impact to the county general fund.

This proposed change supports the Board's Strategic Framework by providing community-appropriate levels of service and protecting vulnerable populations.

OTHER AGENCY INVOLVEMENT:

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose to not approve the agreement with Binti, Inc, however this is not recommended. Resource Family Approval processes are mandated to be implemented by January 1, 2017.

ATTACHMENTS:

Agreement for Services (3 originals)

MASTER SUBSCRIPTION AND SERVICES AGREEMENT

This Master Subscription and Services Agreement ("**Agreement**") is made as of January 17, 2016 ("**Effective Date**"), between Binti, Inc. with an address at 1516 Fell St. San Francisco, CA 94117 ("**Binti**"), and Humboldt County Health and Human Services, with an address at 507 F St. Eureka, CA 95501 ("**Licensee**"). Binti and Licensee will be referenced to individually herein as "**Party**" and collectively as the "**Parties.**"

Binti has developed a Software-as-a-Service platform ("**Platform**") that allows users to apply online to become approved to foster children and that allows social workers to manage their approval workflow online ("**Authorized Purpose**"). This Agreement governs a relationship whereby Binti will (i) grant Licensee access to the Platform; and (ii) perform the professional services set forth on **Exhibit A** attached hereto ("**Professional Services,**" together with the Platform, the "**Services**"). Accordingly, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Proprietary Rights.

(a) **Platform.** Subject to the terms and conditions of this Agreement, Binti hereby grants to Licensee during the Term (defined below) a non-exclusive, non-transferable and non-sublicensable license to allow its employees and contractors who have been issued valid access credentials from Binti ("**Authorized Users**") to access and use the Platform solely to help facilitate foster care and adoptions for children. Binti will provide access to the Service to end-users who obtain valid access credentials from Binti, subject to Binti's Terms of Use and Privacy Policy. Binti will provide Licensee with the support services set forth in **Exhibit B** attached hereto.

(b) **Restrictions.** Licensee may not: (i) copy, modify, translate, or create derivative works of the Platform; (ii) reverse engineer, decompile, disassemble or otherwise attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Platform; (iii) lend, lease, offer for sale, sell or otherwise use the Platform for the benefit of any third party except as permitted under Section 1(a); (iv) attempt to disrupt the integrity or performance of the Platform; (v) attempt to gain unauthorized access to the Platform or its related systems or networks; or (vi) use the Platform in a manner that violates this Agreement, any third party rights or any applicable laws, rules or regulations.

(c) **Binti Ownership.** Except for the rights granted to Licensee in Section 1(a) above and Licensee's rights to Data (defined below), as between the Parties, Binti retains all right, title and interest, including all intellectual property rights, in and to the Platform (including all Updates thereto) and all aggregated and de-identified information that Binti's systems or applications automatically collect regarding use of the Platform and its performance ("**Diagnostic Data**"). All rights that Binti does not expressly grant to Licensee in this Section 1 are reserved and Binti does not grant any implied licenses under this Section 1.

(d) **Licensee Ownership.** As between the Parties, Licensee owns all data, information and other materials submitted to the Platform by Licensee or Authorized Users (which, for clarity, excludes Diagnostic Data) (collectively, "**Data**"). Licensee hereby grants to Binti a non-exclusive and non-transferable (except under Section 10) license to use and host the Data to provide the Services.

2. Use of the Services.

(a) **Binti's Obligations.** Binti will use commercially reasonable efforts to make the Service available at all times, except for planned downtime and any unavailability caused by Force Majeure Events (defined below). Binti will maintain commercially reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of Data.

(b) **Licensee's Obligations.** Licensee acknowledges and agrees that it is responsible for the use or misuse of the Service by Authorized Users, and a breach by any Authorized User of any term of this Agreement will be deemed a breach by Licensee of this Agreement.

3. Professional Services.

(a) **General.** Subject to Licensee's compliance with the terms and conditions of this Agreement, Binti will perform the Professional Services in accordance with any specifications set forth in **Exhibit A.** Each Party will communicate with the point of contact set forth in **Exhibit A** in connection with the Professional Services. Professional Services are deemed accepted upon receipt. Licensee will reasonably cooperate with Binti to facilitate provision of Professional Services. This cooperation will include, without limitation, (i) performing any tasks reasonably necessary for Binti to provide the Professional Services and to avoid unnecessary delays; (ii) fulfilling any obligations described in **Exhibit A** in a timely manner; and (iii) responding to Binti's reasonable requests related to Professional Services in a timely manner. Notwithstanding anything in **Exhibit A** to the contrary, Binti will not be liable for any delays in performing the Professional

Services that arise, in whole or in part, from Licensee's acts or omissions, including, without limitation, its failure to comply with this Section 3(a).

(b) Intellectual Property Rights. Binti solely owns all right, title and interest in and to any software, notes, records, drawings, designs or other copyrightable materials, inventions (whether or not patentable), improvements, developments, discoveries and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by Binti, solely or in collaboration with others, arising out of, or in connection with, Binti performing the Professional Services, including any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing ("**Inventions**"). Binti hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable, royalty-free and worldwide right during the Term to use the portion of the Inventions that is incorporated into any deliverables that Binti must provide to Licensee under **Exhibit A** solely to use any such deliverables. Binti reserves all rights not expressly granted in the prior sentence and does not grant any implied licensed under this Section 3.

4. Fees.

(a) Fees. Licensee will pay Binti \$26,000 for access to the Service for every 12 months (collectively, "**Fees**"). Licensee will pay all Fees for each 12 month period at the beginning of each 12 month period. All Fees will be due and payable within thirty (30) days from the date of the applicable invoice issued by Binti. Late Fee payments will accrue interest at the rate of one and one half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

(b) Fee Increases. Binti in its sole discretion may increase the fees due for any Renewal Term (defined below) in an amount not to exceed 3% more than the fees paid during the immediately preceding term to adjust for inflation; provided, however, that Binti may increase the fees by an amount deemed necessary by Binti in its sole discretion during any Renewal Term in connection with enhancements and/or improvements made to the Platform or Professional Services.

(c) Taxes. The Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any applicable taxing authorities (collectively, "**Taxes**"). Licensee is responsible for paying all Taxes associated with its receipt of the Services (except for any Taxes assessable against Binti based on its net income).

5. Confidential Information.

(a) Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), that is marked in writing as "confidential" or by a similar designation. For clarity, Confidential Information also includes the Binti technology underlying the Platform and any related non-public specifications, documentation or technical information that Binti makes available to Licensee. Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party.

(b) Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care). The Receiving Party may only use Confidential Information of the Disclosing Party to perform its obligations or exercise its rights under this Agreement. Except as expressly authorized by the Disclosing Party in writing, the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees, contractors or agents who need such access to perform obligations under this Agreement and who agree to abide by the terms set forth in this Section 5. Neither Party will disclose the terms of this Agreement to any third party (other than its affiliates and their legal counsel and accountants) without the other Party's prior written consent.

(c) Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

6. Term and Termination.

(a) Term. This Agreement will commence on the Effective Date and continue for a period of two years ("**Initial Term**"). Thereafter, this Agreement will automatically renew for additional consecutive terms of one year (each, a "**Renewal Term**," together with the Initial Term, the "**Term**"), unless either Party provides to the other a written notice, at least thirty (30) days prior to the expiration of the then-current Renewal Term, of its intention not to renew this Agreement.

(b) Termination. Either Party may terminate this Agreement upon thirty (30) days' prior written notice if the other Party is in material breach of this Agreement and the breaching Party fails to remedy the breach within the thirty (30)-day notice period.

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

(d) Effect of Termination. Upon expiration or termination of this Agreement for any reason, the licenses granted by each Party will automatically terminate and all outstanding Fees owed pursuant to Section 4 will become immediately due and payable. Licensee shall be entitled to a refund of any prepaid fees. This provision shall not limit or reduce any damages owing to Licensee resulting from a breach of this Agreement by Binti. The provisions of Sections 1(b), 1(c), 1(d), 2(b), 3(b), 4, 5, 6(c), 7, 8, 9, 10 and all defined terms used in those Sections will survive any expiration or termination of this Agreement.

7. Representations and Warranties.

(a) Mutual. Each Party represents and warrants that: (i) it has the right, power and authority to enter into this Agreement and to grant the rights and licenses granted hereunder and to perform all of its obligations hereunder; (ii) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary organizational action of the Party; and (iii) when executed and delivered by both Parties, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

(b) Licensee. Licensee further represents and warrants that: (i) it owns or otherwise has sufficient rights to the Data to grant the license set forth in Section 1(d); and (ii) no Data submitted to the Platform does or will violate the privacy, intellectual property or other rights of any person or entity or any applicable laws, rules or regulations.

(c) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH UNDER THIS SECTION 7, BINTI MAKES NO PROMISES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES, AND BINTI HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY LOCAL JURISDICTIONAL ANALOGUES TO THE FOREGOING.

8. Limitations on Liability. EXCEPT UNDER SECTION 9 BELOW, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, (I) IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAYABLE TO BINTI DURING THE TERM; AND (II) IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, FOR LOST PROFITS, DATA OR OTHER BUSINESS OPPORTUNITIES), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. THIS SECTION 8 DOES NOT LIMIT EITHER PARTY'S LIABILITY FOR INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

9. Indemnification.

(a) Licensee. If a third party asserts a claim (each, a "**Third Party Claim**") against Binti or any of its affiliates, officers, employees or contractors (each, a "**Binti Released Party**") arising from Licensee's use of the Platform, then Licensee will defend the Binti Released Party from the Third Party Claim and hold such Party harmless from all damages finally awarded or settlements entered into with respect to the Third Party Claim.

(b) Binti. If a Third Party Claim is asserted against Licensee or any of its affiliates, officers, employees or contractors (each, a "**Licensee Released Party**") alleging that the Platform infringes such third party's intellectual property rights ("**Infringement Claim**"), then Binti will defend the Licensee Released Party from the Infringement Claim and hold such Party harmless from any damages finally awarded or settlements entered into with respect to the Infringement Claim. In the event of an Infringement Claim, Binti, at its sole option and expense, may: (i) procure for Licensee the right to continue using the Platform or infringing part thereof; (ii) modify the Platform or infringing part thereof; (iii) replace the Platform or infringing part thereof with other software having substantially the same or better capabilities; or, (iv) if the foregoing are not commercially practicable, terminate this Agreement and repay to Licensee a pro-rata portion of the Fees. Notwithstanding the foregoing sentences of this Section 9(b), Binti will have no liability for an Infringement Claim if the actual or alleged infringement results from (a) any breach of this Agreement by Licensee or any Authorized Users; (b) any modification, alteration or addition made to the Platform by Licensee or any Authorized Users, including any combination of the Platform with software not provided by Binti; (c) any failure by Licensee or any Authorized Users to use any Updates

made available by Binti; or (d) any settlements entered into by Licensee or costs incurred by Licensee for the Infringement Claim that are not pre-approved by Binti in writing.

(c) Procedures. The Party seeking indemnity under this Section 9 ("**Indemnified Party**") will use commercially reasonable efforts to provide the other Party ("**Indemnifying Party**") with prompt written notice of any Third Party Claim for which the Indemnified Party seeks an indemnity. The Indemnified Party reasonably will cooperate in the defense of any such claim, at the Indemnifying Party's sole expense. The Indemnifying Party may not settle any Third Party Claim against the Indemnified Party without the Indemnified Party's prior express written consent, which consent will not be unreasonably withheld, conditioned or delayed. The Indemnified Party may participate in the defense of a Third Party Claim through counsel of its own choice at its own expense; provided, however, that if the Indemnified Party reasonably determines that the Indemnifying Party is unwilling or unable to defend the Indemnified Party's interests, then the Indemnified Party may assume the defense against any Third Party Claims at the Indemnifying Party's sole expense..

(d) Effect of Insurance. Acceptance of insurance, if required by this Agreement, does not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to the services performed pursuant to the terms and conditions of this Agreement regardless if any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by either party hereunder.

10. Miscellaneous. Licensee agrees that any violation or threatened violation of this Agreement may cause irreparable injury to Binti, entitling Binti to seek injunctive relief in addition to all available remedies. Neither Party may assign this Agreement or any rights under it, in whole or in part, without the other Party's prior written consent; provided that either Party may assign this Agreement or any rights under it without prior written consent to a successor in connection with a merger, acquisition, reorganization, consolidation, or sale of all or substantially all of its assets or the business to which this Agreement relates. Any attempt to assign this Agreement other than as permitted above will be void. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, then the remaining provisions of this Agreement will remain in full force and effect. This Agreement will be governed by and construed under the laws of California without reference to its conflict of laws principles. All disputes arising out of or related to this Agreement will be subject to the exclusive jurisdiction of the state and federal courts located in San Francisco County, California, and the Parties agree to waive all rights to challenge the foregoing. This Agreement, including all Exhibits attached hereto, embodies the entire agreement between the Parties with respect to the subject matter set forth herein and supersedes any previous or contemporaneous communications, whether oral or written, express or implied. This Agreement may be modified or amended only by a writing signed by both Parties. If there is any conflict or inconsistency between the terms of any Exhibit and the terms in the body of this Agreement, then the terms in the body of the Agreement will control solely to the extent of the conflict. All waivers made under this Agreement must be made in writing by the Party making the waiver. Any notice required or permitted to be given under this Agreement will be effective if it is (i) in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate Party at the address set forth above and with the appropriate postage affixed; or (ii) sent via email to the following: in the case of Binti: Felicia@binti.com; and in the case of Licensee: vchasedunn@co.humboldt.ca.us . Either Party may change its address for receipt of notice by notice to the other Party in accordance with this Section. Notices are deemed given two (2) business days following the date of mailing, one (1) business day following delivery to a courier, and/or on the same day a facsimile or electronic mail is sent to the recipient. Binti will not be liable or responsible to Licensee, nor be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Binti including, without limitation, acts of God, natural disaster, denial or services attacks and/or service provider system outages (collectively, "**Force Majeure Events**"). This Agreement may be signed in counterparts, each of which will be deemed an original, and all of which together will constitute a single agreement.

BINTI, INC.

By: Felicia Curcuru

Name: Felicia Curcuru

Title: CEO

LICENSEE

By: Virginia Bass

Name: Virginia Bass

Title: Chair

EXHIBIT A
PROFESSIONAL SERVICES

All capitalized terms that are used but not defined in this Exhibit will have the meanings ascribed to them in the body of the Agreement above.

1. Contact. The principal contacts in connection with the Professional Services are as follows:

Binti:	Licensee:
Name: Felicia Curcuru	Name: Stephanie Weldon
Title: CEO	Title: Director
Address: 1516 Fell St. San Francisco CA 94117	Address: 929 Koster Street, Eureka, CA 95501
Phone: 732-547-3957	Phone: 707-476-4700
Email: Felicia@binti.com	Email: sweldon@co.humboldt.ca.us

2. Services. Binti will use commercially reasonable efforts to provide the following Professional Services:

(a) Data Migration. Migrate Data into the Platform based on reasonably written instructions from Licensee within 4 weeks of receiving data with documentation from Licensee.

(b) Form Customizations. Customize up to 40 documents provided to Binti by Licensee for inclusion within the Platform within 4 weeks of Licensee providing the documents.

Any additional Professional Services to be performed by Binti will be mutually agreed upon by the Parties in writing and attached to this **Exhibit A** as successively numbered Schedule "A"s (e.g., Schedule A-1, Schedule A-2, etc.).

This **Exhibit A** is accepted and agreed upon as of the Effective Date set forth in the body of the Agreement.

BINTI, INC.

By: Felicia Curcuru
Name: Felicia Curcuru
Title: CEO

LICENSEE

By: Virginia Bass
Name: Virginia Bass
Title: Chair

EXHIBIT B

SUPPORT

All capitalized terms that are used but not defined in this Exhibit will have the meanings ascribed to them in the body of the Agreement above.

1. Support. Binti will provide technical support to Licensee from 9AM-6PM Pacific Standard time every day during the Term except for national holidays in the United States ("Support"). To request Support, Licensee must contact Binti at 844-424-6844 or via email at contact@binti.com.

(a) Provision of Support. Binti will provide Support to the following Licensee contact: Julie Perata, 707-388-6453, jperata@co.humboldt.ca.us. Binti will not be responsible for addressing or resolving Events (defined below) that Binti reasonably determines are caused by Licensee's systems or any misuse of the Platform.

(b) Events. "Events" are occurrences that impact the availability of the Platform, except for scheduled downtime, as determined by Binti in its reasonable discretion. Binti distinguishes among three classes of Events as follows:

- (i) **Class 1 Event**: A complete loss of the Platform's functionality such that no user can use the Platform.
- (ii) **Class 2 Event**: The Platform's functionality is materially impaired such that at least approximately 10% of users cannot use the Platform for its intended purpose.
- (iii) **Class 3 Event**: Any other problems or issues, including, without limitation, any general questions about the Platform or problems that do not rise to Class 1 Events or Class 2 Events.

(c) Target Resolution Times. Binti will use commercially reasonable efforts to meet the following target time frames for resolution of Events from the time Binti receives a Support request:

<u>Class</u>	<u>Target Resolution Time</u>
1	4 hours or better
2	24 hours or better
3	Next deployment

(d) Scheduled Maintenance Downtime. Binti will schedule maintenance between the hours of 10PM and 4AM Pacific Standard time. Binti will provide Licensee with reasonable advance written notice of scheduled downtime. Binti may access the Platform during the scheduled maintenance downtimes for maintenance purposes and to implement Updates, bug fixes and/or any other changes that Binti deems necessary or advisable.

(e) Resolution. If Binti has not resolved an Event within the targeted time frame, then, upon Licensee's written request, Binti and Licensee will discuss a resolution plan. From that point forward until the issue is resolved, Binti will notify Licensee's designated contact of the status of resolution at least once daily. Any events that remain unresolved for more than thirty days shall constitute a breach of the agreement and shall be grounds for termination.

2. Training. The Parties may agree in writing upon commercially reasonable training that Binti will provide to Licensee Authorized Users during the Term. This may include, by way of example only, a web-based tutorial about how to use the Platform. Training will not exceed a total of 25 hours during the Term.

**EXHIBIT C
TO
MASTER SUBSCRIPTION AND SERVICES AGREEMENT
BETWEEN
COUNTY OF HUMBOLDT (LICENSEE)
AND
BINTI INC. (BINTI)**

1. TAX EXEMPT STATUS

The COUNTY OF HUMBOLDT (LICENSEE) is a political subdivision of the State of California. As such, the LICENSEE is tax exempt under Internal Revenue Code section 115.

2. REPORTS:

BINTI agrees to provide LICENSEE 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.

3. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. BINTI 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 BINTI, 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. BINTI hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by LICENSEE and any duly authorized local, state and/or federal agencies. BINTI further agrees to allow interviews of any of its employees who might reasonably have information related to such records by LICENSEE 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 BINTI's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by LICENSEE.

4. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, BINTI may receive information that is confidential under local, state or federal law. BINTI 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, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act (“CMIA”); the United States Health Information Technology for Economic and Clinical Health Act (“HITECH Act”); the United States Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that 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.

5. NON-DISCRIMINATION COMPLIANCE:

- A. Nondiscriminatory Delivery of Social Services. In connection with the execution of this Agreement, BINTI, and its subcontractors, shall not unlawfully discriminate in the administration of public assistance and social services programs. BINTI hereby assures that no person shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving local, state or federal financial assistance 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 or any other classifications protected by local, state or federal laws or regulations. LICENSEE reserves the right to monitor the BINTI’s provision of services in order to ensure compliance with the requirements of this section.
- B. Professional Services and Employment. In connection with the execution of this Agreement, BINTI, 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.
- C. Compliance with Anti-Discrimination Laws. BINTI 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.

6. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

BINTI certifies by its signature below that it is not a Nuclear Weapons Contractor, in that BINTI 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. BINTI agrees to notify LICENSEE immediately if it becomes a Nuclear Weapons Contractor as defined above. LICENSEE may immediately terminate this Agreement if it determines that the foregoing certification is false or if BINTI subsequently becomes a Nuclear Weapons Contractor.

7. DRUG-FREE WORKPLACE:

By executing this Agreement, BINTI 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. BINTI'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 BINTI's Drug-Free Policy Statement; and
 2. Agree to abide by the terms of BINTI'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 BINTI may be

ineligible for award of future contracts if LICENSEE determines that the foregoing certification is false or if BINTI violates the certification by failing to carry out the above-referenced requirements.

8. 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 One Million Dollars (\$1,000,000.00) 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. 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.
3. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than One Million Dollars (\$1,000,000.00) for each occurrence (Three Million Dollars (\$3,000,000.00) 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 insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that 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: Binti, Inc.
Attention: Felicia Curcuru
1516 Fell Street
San Francisco, California 94117

9. 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 BINTI shall not be entitled to any benefits to which LICENSEE's employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. BINTI shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

10. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

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

11. 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.

12. 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.

13. PROTOCOLS:

Both parties recognize that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by Director and BINTI.

14. 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.

15. 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 LICENSEE constitute a waiver of any breach of this Agreement or any default which may then exist on the part of BINTI. Nor shall such payment impair or prejudice any remedy available to LICENSEE with respect to any breach or default.

LICENSEE shall have the right to demand repayment of, and BINTI shall promptly refund, any funds disbursed to LICENSEE which, in the judgment of LICENSEE, were not expended in accordance with the terms of this Agreement.

16. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

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

17. STANDARD OF PRACTICE:

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

18. 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.

19. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from LICENSEE prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. BINTI shall inform LICENSEE of all requests for interviews by the media related to this Agreement before such interviews take place; and LICENSEE shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to Director.

20. SUBCONTRACTS:

BINTI shall obtain prior written approval from LICENSEE before subcontracting any of the services to be provided hereunder. Any and all subcontracts will be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security and confidentiality requirements provided herein. BINTI 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 LICENSEE or not.

21. 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.

22. SURVIVAL:

The duties and obligations of the parties set forth in, Section 3 – Record Retention and Inspection, Section 4 – Confidential Information and Section 8 – Indemnification shall survive the expiration or termination of this Agreement.

23. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Attachment, the terms and conditions set forth herein shall have priority notwithstanding any language to the contrary contained in Item 10 “Miscellaneous” of the Master Subscription and Services Agreement.

24. 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.

25. 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.

26. 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.

[Signature Page Follows]

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

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

BINTI, Inc.

By: Felicia Curcuru

Date: 12/16/2016

Name: Felicia Curcuru

Title: CEO

By: Gabe Kopley

Date: 12/16/2016

Name: GABE KOPLEY

Title: CTO

COUNTY OF HUMBOLDT:

By: Virginia Barr
Chair, Humboldt County Board of Supervisors

Date: 1/17/17

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: K. Hoggan
Risk Analyst

Date: 12/28/16



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/15/2016

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

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

PRODUCER		CONTACT NAME: Cari Maciolek	
Hawley & Associates, LLC		PHONE (A/C, No, Ext): (425) 462-4758	FAX (A/C, No): (425) 462-4783
11911 NE 1st St., Ste. B102		E-MAIL ADDRESS: cmaciolek@hawleyandassociates.com	
Bellevue WA 98005		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Amer Alt Ins Corp	19720
INSURED		INSURER B:	
Binti, Inc.		INSURER C:	
1516 Fell St		INSURER D:	
San Francisco CA 94117		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1681702858 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		99A6CP0000108-00	8/11/2016	8/11/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			99A6CA0000133-00	8/11/2016	8/11/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			99A6FL0000082-00	8/11/2016	8/11/2017	Each Occ / Gen Agg \$1Mil / \$3Mil
A	Sexual Abuse Liability			99A6FL0000082-00	8/11/2016	8/11/2017	Each Occ / Gen Agg \$100K / \$300K

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The County of Humboldt, its officials, employees and volunteers are included as additional insureds as regards general liability as their interest may appear

CERTIFICATE HOLDER	CANCELLATION
Humboldt County Health And Human Services 507 F Street Eureka, CA 95501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Phillip Hawley/ANDY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/12/2016

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

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

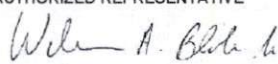
PRODUCER AP Intego Insurance Group, LLC 1601 Trapelo Rd. Suite 174 Waltham, MA 02451	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: support@apintego.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Binti Inc 3951 18th St #3 San Francisco, CA 94114	INSURER A: The Hartford***	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COM/POP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	76WEGIO7214	04/28/2016	04/28/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

CERTIFICATE HOLDER Humboldt County Health and Human Services 507 F St. Eureka, CA 95501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICE COMMERCIAL GENERAL LIABILITY ENHANCEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Contents

- A.1. Amendment Of Liquor Liability Exclusion
- A.2. Pesticide And Herbicide Applicator Coverage
- A.3. Non Owned Watercraft
- A.4. Damage To Rented Premises – Fire, Lightning Or Explosion
- B.1. Bail Bonds
- B.2. Loss Of Earnings
- C.1. Additional Insureds – Members, Trustees, Funding Sources, Mortgagee, Assignee Or Receiver, Managers Or Lessors, Lessors Of Equipment, Governmental Agencies Or Political Subdivisions**
- C.2. Newly Acquired Organizations Time Period
- D.1. Damage To Premises Rented To You Limit
- D.2. Medical Expense Limit
- E.1. Duties – Reporting As Worker's Compensation & Knowledge Of Occurrence
- E.2. Other Insurance – Fire, Lightning Or Explosion
- E.3. Representations – Unintentional Errors
- E.4. Waiver Of Rights Of Recovery
- E.5. Liberalization Condition
- F.1. Mental Anguish From Bodily Injury
- F.2. Funding Source Definition

A. Paragraph 2. Exclusions of Section I – Coverages – Coverage A Bodily Injury And Property Damage Liability is amended as follows:

1. Amendment Of Liquor Liability Exclusion

Exclusion c. Liquor Liability is replaced by the following:

c. "Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

This exclusion applies only if you:

- (1) Manufacture, sell or distribute alcoholic beverages;
- (2) Serve or furnish alcoholic beverages for a charge whether or not such activity:
 - (a) Requires a license;
 - (b) Is for the purpose of financial gain or livelihood; or
- (3) Serve or furnish alcoholic beverages without a charge, if a license is required for such activity.

However, this exclusion does not apply to "bodily injury" or "property damage" arising out of the selling, serving or furnishing of alcoholic beverages at functions sponsored, organized or hosted by you. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

2. Pollution Amendment – Pesticide And Herbicide Applicator Coverage

Paragraph (1) of Exclusion f. **Pollution**, item (a) does not apply to pesticide or herbicide application operations of the insured if the operations meet all standards of any statute, ordinance, regulation or license requirement of any federal, state, or local government which apply to those operations.

3. Non Owned Watercraft Amendment

Paragraph (2) of Exclusion g. **Aircraft, Auto or Watercraft**, item (a) is replaced by the following:

- (a) Less than 52 feet long; and

4. Damage To Premises Rented To You

The last paragraph of **2. Exclusions** is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits of Insurance.

B. Paragraphs 1.b. and 1.d. of Supplementary Payments – Coverages A And B are amended as follows:

1. Bail Bonds

The limit for bail bonds in Paragraph 1.b. is amended to \$2,500 in lieu of \$250; and

2. Loss Of Earnings

The limit for actual loss of earnings in Paragraph 1.d. is amended to \$500 a day in lieu of \$250 a day.

C. Section II – Who Is An Insured is amended as follows:

1. The following are added as additional insureds when you have agreed in a written contract or written agreement that such person or organization be added as an additional insured on your policy:

a. Members

Your members but only with respect to their liability for your activities or activities they perform on your behalf.

b. Trustees

Your trustees or members of the board of governors while acting within the scope of their duties as such on your behalf.

c. Funding Sources

Your "Funding Sources" but only with respect to their liability as a "Funding Source" of your business.

d. Mortgagee, Assignee Or Receiver

Any person or organization who is a mortgagee, assignee or receiver of your premises or business, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

e. Managers Or Lessors