

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
NORTH COAST SUBSTANCE ABUSE COUNCIL, INC.
FOR FISCAL YEAR 2015-2016**

This Memorandum of Understanding (“MOU”), entered into this _____ day of _____, 2016, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and the North Coast Substance Abuse Council, Inc., a California non-profit corporation, hereinafter referred to as “NCSAC,” is made upon the following considerations:

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

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

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

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

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

WHEREAS, on March 18, 2015, NCSAC submitted a Measure Z application requesting an allocation of One Hundred Thirteen Thousand One Hundred Fifty Dollars (\$113,150.00) to allow for the creation of five (5) openings in its substance abuse rehabilitation program, over the period of one year, for the purpose of providing additional residential substance use disorder rehabilitation treatment services to Humboldt County residents over the age of eighteen (18); and

WHEREAS, on February 9, 2016, the Humboldt County Board of Supervisors (“Board”) approved the Measure Z application submitted by NCSAC in the amount of One Hundred Thirteen Thousand One Hundred Fifty Dollars (\$113,150.00) through June 30, 2016; and

WHEREAS, due to the fact that the Board’s approval of NCSAC’s Measure Z application only allows for the expenditure of funds through June 30, 2016, the creation of twenty (20) additional openings in NCSAC’s program is required; and

WHEREAS, COUNTY and NCSAC desire to enter into an agreement which sets forth each party’s rights and responsibilities regarding the expenditure of Measure Z funds that have been allocated to NCSAC.

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

1. COUNTY OBLIGATIONS:

COUNTY will provide NCSAC an amount not to exceed One Hundred Thirteen Thousand One Hundred Fifty Dollars (\$113,150.00) of Measure Z funding to allow for the creation of twenty (20) openings in its substance abuse rehabilitation program for the purpose of providing additional residential substance use disorder rehabilitation treatment services to Humboldt County residents over the age of eighteen (18).

2. NCSAC OBLIGATIONS:

- A. Scope of Services. NCSAC will create twenty (20) openings in its substance abuse rehabilitation program and provide residential substance use disorder rehabilitation treatment services to each individual occupying such openings as set forth in Exhibit A – Application for Measure Z Funding, which is attached hereto and incorporated herein by reference.
- B. Quarterly and Final Reports. NCSAC will provide quarterly and final reports to COUNTY as set forth in Exhibit B – Quarterly and Final Summary Reports, which is attached hereto and incorporated herein by reference. Any and all quarterly and final reports required hereunder shall be prepared using the COUNTY’s standard Measure Z report form, which is attached hereto as Exhibit C – Quarterly and Final Report Form and incorporated herein by reference.
- C. Recognition of Measure Z Funding. NCSAC shall cooperate with COUNTY efforts to recognize Measure Z funding. Such recognition may take the form of press releases, photos and adhesives to equipment.

3. TERM:

This MOU shall begin on March 1, 2016 and shall remain in full force and effect until June 30, 2016, unless sooner terminated as provided herein.

4. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, NCSAC fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this MOU, or violates any ordinance, regulation, or other law applicable to its performance herein, COUNTY may terminate this MOU immediately, upon notice.
- B. Without Cause. COUNTY may terminate this MOU without cause upon thirty (30) days advance written notice to NCSAC. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. COUNTY’s obligations under this MOU are contingent upon the availability of local funding resulting from the sales and use tax established by Measure Z. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this MOU shall be terminated. COUNTY shall provide NCSAC seven (7) days advance written notice of its intent to terminate this MOU due to insufficient funding.

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- D. Compensation Upon Termination. In the event of any termination of this MOU, NCSAC 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 owed to COUNTY due to a breach of this MOU by NCSAC.

5. 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 MOU is One Hundred Thirteen Thousand One Hundred Fifty Dollars (\$113,150.00). NCSAC agrees to perform all services required by this MOU for an amount not to exceed such maximum dollar amount. However, if the allocation of local funding resulting from the sales and use tax established by Measure Z is reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this MOU as provided herein.
- B. Schedule of Rates. NCSAC shall set forth the specific rates and costs applicable to this MOU using the COUNTY's standard Measure Z budget form, which is attached hereto as Exhibit D – Schedule of Rates and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by NCSAC, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of NCSAC. NCSAC shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which NCSAC estimates that the maximum payable amount will be reached.

6. PAYMENT:

NCSAC shall submit to COUNTY monthly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this MOU. Invoices shall be in the format set forth in Exhibit E – Measure Z Invoice Form, which is attached hereto and incorporated herein by reference. NCSAC shall submit a final undisputed invoice for payment within thirty (30) days following the expiration or termination date of this MOU. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this MOU will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by NCSAC shall be sent to COUNTY at the following address:

COUNTY: Humboldt County Administrative Office
Attention: Elishia Hayes
825 5th Street, Room 112
Eureka, CA 95501

7. NOTICES:

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

COUNTY: Humboldt County Administrative Office
Attention: Cheryl Dillingham, Interim CAO
825 Fifth Street, Room 112
Eureka, CA 95501-1153

NCSAC: North Coast Substance Abuse Council, Inc.

Attention: Diana Livingston
PO Box 1332
Eureka, CA 95502

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. NCSAC 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 MOU, 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 pursuant to the terms and conditions of this MOU.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of NCSAC, 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 MOU. NCSAC 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. NCSAC 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 MOU, including, but not limited to, the costs of administering this MOU.
- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this MOU, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of such audit. If the allowable expenditures cannot be determined because NCSAC's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

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

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this MOU, NCSAC may receive information that is confidential under local, state or federal law. NCSAC hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information

Practices Act of 1977; the California Confidentiality of Medical Information Act (“CMIA”); the United States Health Information Technology for Economic and Clinical Health Act (“HITECH Act”); the United States Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that local, state and federal laws, regulations, and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE:

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

12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

NCSAC certifies by its signature below that it is not a Nuclear Weapons Contractor, in that NCSAC 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. NCSAC agrees to notify COUNTY immediately if it

becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this MOU if it determines that the foregoing certification is false or if NCSAC subsequently becomes a Nuclear Weapons Contractor.

13. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. NCSAC shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, NCSAC's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of insurance, if required by this MOU, does not relieve NCSAC from liability under this provision. This provision shall apply to all claims for damages related to the services performed by NCSAC pursuant to the terms and conditions of this MOU 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 NCSAC hereunder.

14. INSURANCE REQUIREMENTS:

This MOU shall not be executed by COUNTY, and NCSAC 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 NCSAC's indemnification obligations provided for herein, NCSAC shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this MOU, and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in the State of California and with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of NCSAC and 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 of no less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Office Form Code 1 (any auto).
 - 3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against

COUNTY, its agents, officers, officials, employees and volunteers.

4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which NCSAC may be exposed to liability. NCSAC 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 NCSAC. 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 NCSAC shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
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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 MOU, NCSAC’s insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to NCSAC’s insurance and will not be used to contribute therewith.
5. Any failure to comply with the provisions of this MOU, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
6. NCSAC shall furnish COUNTY with certificates and original endorsements effecting the

required coverage prior to execution of this MOU. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If NCSAC does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this MOU, take out the necessary insurance, and NCSAC 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 NCSAC under this MOU.

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

C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this MOU shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 5th Street, Room 131
Eureka, California 95501

NCSAC: North Coast Substance Abuse Council, Inc.
Attention: Diana Livingston
PO Box 1332
Eureka, CA 95502

15. RELATIONSHIP OF PARTIES:

It is understood that this is an MOU by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association. Both parties further agree that NCSAC 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. NCSAC shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

16. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

NCSAC agrees to comply with any and all local, state and federal laws and regulations applicable to the services provided pursuant to the terms and conditions of this MOU. NCSAC further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

17. PROVISIONS REQUIRED BY LAW:

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

18. REFERENCE TO LAWS AND RULES:

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

19. SEVERABILITY:

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

20. ASSIGNMENT:

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

21. AGREEMENT SHALL BIND SUCCESSORS:

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

22. WAIVER OF DEFAULT:

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

23. STANDARD OF PRACTICE:

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

24. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

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

25. AMENDMENT:

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

26. TITLE TO INFORMATION AND DOCUMENTS:

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

27. JURISDICTION AND VENUE:

This MOU shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

28. ADVERTISING AND MEDIA RELEASE:

All informational material related to this MOU shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. COUNTY shall provide to NCSAC suggested language for all press releases and a Measure Z logo. In addition, NCSAC shall inform COUNTY of all requests for interviews by media related to this MOU before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to the County Administrative Officer.

29. SUBCONTRACTS:

NCSAC shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided hereunder. Any and all subcontracts shall be subject to all applicable terms and conditions of this MOU, including, without limitation, the licensing, certification and confidentiality requirements set forth herein. NCSAC shall remain legally responsible for the performance of all terms and conditions of this MOU, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

30. SURVIVAL:

The duties and obligations of the parties set forth in Section 4(D) – Compensation Upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 13 – Indemnification shall survive the expiration or termination of this MOU.

31. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this MOU, the terms and conditions set forth herein shall have priority.

32. INTERPRETATION:

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

33. INDEPENDENT CONSTRUCTION:

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

34. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

35. ENTIRE AGREEMENT:

This MOU contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this MOU are hereby ratified.

36. AUTHORITY TO EXECUTE:

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

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

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

NORTH COAST SUBSTANCE ABUSE COUNCIL, INC.:

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____
Mark Lovelace
Chair Board of Supervisors

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____
Risk Analyst

Date: _____

LIST OF EXHIBITS:

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

EXHIBIT B
QUARTERLY AND FINAL SUMMARY REPORT
 North Coast Substance Abuse Council, Inc.
 Fiscal Year 2015-2016

1. **DUE DATES:**

Quarterly reports are due one month after the end of each quarter. Quarterly reports will be based on COUNTY fiscal year quarters. The table below shows each fiscal year quarter and the report due dates. NCSAC must submit a quarterly report for each quarter in which the contract is active. The Final Summary Report is due one month after completion of the contract term.

Quarter	Dates Included	Date Report Due to County
1	July 1 through September 30	October 31
2	October 1 through December 31	January 31
3	January 1 through March 31	April 30
4	April 1 through June 30	July 31
Final Summary Report	Based on contract term	One month after term end

2. **SUBMISSION OF REPORTS:**

All reports should be emailed to cao@co.humboldt.ca.us or sent by U.S. mail to the following address:

COUNTY: County of Humboldt
County Administrative Office, Room 112
825 Fifth Street
Eureka, CA 95501



EXHIBIT C
QUARTERLY AND FINAL REPORT FORM
North Coast Substance Abuse Council, Inc.
Fiscal Year 2015-2016

COUNTY OF HUMBOLDT – MEASURE Z
Report Form

Organization Name: _____ **Report Date:** _____

Contact Name: _____ **Phone:** _____

Please attach a narrative report addressing the items outlined in section I below. Feel free to attach any other relevant materials or reports.

I. QUARTERLY NARRATIVE (please attach a maximum of 1 page, exclusive of attachments)

A. Results/Outcomes

1. Please describe the Measure Z activities completed and/or total numbers served or reached.

- 2. What difference did Measure Z funding make in our community and for the population you are serving? Please discuss evidence of effect (e.g., community indicators, outcomes, etc.). *If you have evaluation materials that document outcomes and impacts of your work, feel free to attach them in lieu of answering this or other questions.*

- 3. Describe any unanticipated impacts of receiving Measure Z funding, positive or negative, not already described above.

II. FINAL SUMMARY REPORT (please attach a maximum of 2 pages, exclusive of attachments)

A. Lessons Learned

- 1. Describe what you learned based on the results/outcomes you reported in Section A above and what, if any, changes you will make based on your results/outcomes.

- 2. What overall public safety improvements has your organization seen as a result of receiving Measure Z funding?