

## AGREEMENT FOR COMMUNITY SERVICES BETWEEN THE CITY OF WALNUT CREEK AND MT. DIABLO UNIFIED SCHOOL DISTRICT

This Agreement is entered into on July 1, 2021 between the City of Walnut Creek, a municipal corporation ("City"), and Mt. Diablo Unified School District, a California union high school district ("Recipient").

The City wishes to encourage the use of crisis counselors for students at Foothill Middle School in Walnut Creek ("School"). Accordingly, the City agrees to reimburse Recipient for the one-half of the salary or wages of any crisis counselor(s) retained by Recipient, on a quarterly basis and up the grant maximum for the 2021-2022 school year ("School Year") at School.

1. <u>Term.</u> The term of this agreement is from July 1, 2021 through the end of the School Year and the final Quarterly Invoice and payment.

#### 2. Recipient's Obligations.

- a. <u>Counselors</u>. Recipient shall provide at least one half-time crisis counselors, whose combined hours shall provide one Full Time Equivalent (FTE) of on-site crisis counseling services. These counselors will provide the following community services to the School during the School Year:
  - 1. On-site confidential counseling each week to the students and their families in the areas of substance abuse, suicide, depression, family and academic difficulties, eating disorders, smoking, stress management and conflict resolution.
  - 2. Facilitation of student support and recovery groups.
  - 3. Work with teachers, staff and guidance counselors to identify and assist at-risk teens.
  - 3. Educational presentations for teen and family members on such issues as drug abuse prevention, intervention and treatment, coping with stress and parenting.
- b. <u>Salary and wage rates</u>. Recipient shall provide written notice to City, no later than October 15, 2021. Recipient shall also keep City informed in writing of any changes in this rate.
- c. <u>Quarterly Reports.</u> Recipient shall submit Quarterly Reports to the City at the address shown in Section 7.a, within the time periods set forth in subsection e below. The Quarterly Reports shall include a summary of the Recipient's activities and fundraising efforts. The City will not pay Invoices until it has received each Quarterly Report. The Fourth Quarterly Report should be cumulative for the School Year.

- d. <u>Quarterly Invoice</u>. In addition to the Quarterly Reports, Recipient shall submit a Quarterly Invoice to the City at the address shown in Section 7.a, within the time periods set forth in subsection e below. The Quarterly Invoice shall include the following:
  - 1. The term "Quarterly Invoice" shall be typed on the top of the invoice sheet. Each Quarterly Invoice shall include the name and current mailing address of the Agency where the check is to be sent, the time period, the reimbursement rate (i.e., the hourly rate and hours worked) and total amount of funds requested.
  - 2. All time sheets or time cards that indicate the time spent by each crisis counselor(s) at the School during the quarter period, signed by the Recipient or otherwise marked approved by Recipient.
- e. <u>Due dates</u>. Recipient shall submit the Quarterly Reports and Quarterly Invoices by the dates indicated here:

Quarterly Reports and Quarterly Invoices	<b>Due Date</b>
1st Quarter (July 1, 2021 - September 30, 2021)	October 15, 2021
2nd Quarter (October 1, 2021 - December 31, 2021)	January 17, 2022
3rd Quarter (January 1, 2022 - March 31, 2022)	April 15, 2022
4 <sup>th</sup> Quarter (April 1, 2022 - June 30, 2022)	July 15, 2022

- g. <u>Recordkeeping</u>. Recipient shall maintain financial records that clearly document the number of Walnut Creek students/residents served, the cost per unit of service and the disposition of all funds received under this agreement. Recipient shall also make these records available for the City's annual audit or inspection during Recipient's regular business hours.
- 3. <u>City Obligations.</u> City shall reimburse Recipient quarterly for one-half of the wages itemized in the Quarterly Invoices submitted to the City under Section 2.d. The City shall reimburse recipient from City General Funds up to the grant maximum of \$10,000.
- 4. <u>Indemnification.</u> Recipient shall indemnify, defend, and hold harmless City, and its officers, officials, agents, employees and volunteers from all claims, suits or actions of every name, kind and description brought forth on account of any injury to or death of any person, or damage to property arising out of or in any way connected with the performance of this agreement by the recipient, or recipient's officers, officials, employees, volunteers, agents or its independent contractors.
- 5. <u>Insurance</u>. At all times during the term of this agreement, Recipient shall provide and keep in effect the following insurance policies: (a) general liability insurance; (b) automobile

FY 2021-22 School Crisis Counselor Agreement Mt. Diablo Unified School District – Foothill Middle School

liability insurance; (c) worker's compensation insurance; and (d) professional errors and omissions liability insurance.

- a. <u>Minimum Scope of Insurance</u>. Coverage shall be at least as broad as:
  - (1) Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
  - (2) Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 (any auto).
  - (3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
  - (4) Professional errors and omissions liability insurance.
- b. <u>Minimum Limits of Insurance</u>. Recipient shall maintain policy limits of no less than:
  - (1) <u>General Liability</u>: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
  - (2) <u>Automobile Liability</u>: \$500,000 combined single limit per accident for bodily injury and property damage.
  - (3) <u>Worker's Compensation and Employers Liability</u>: Worker's compensation limits as required by the Labor Code.
  - (4) <u>Professional Liability (Errors and Omissions) Insurance</u> appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim; \$2,000,000 aggregate.
- c. <u>Deductibles and Self-Insured Retentions</u>. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City its officers, officials, employees and volunteers; or recipient shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- d. <u>Other Insurance Provisions</u>. The policies shall contain, or be endorsed to contain, the following provisions:
  - (1) General Liability and Automobile Liability Coverage.
    - (a) The City, its officers, officials, employees, agents and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of Recipient; products and completed operations of Recipient; premises

owned, occupied or used by Recipient; or automobiles owned, leased or borrowed by Recipient. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.

- (b) Recipient's insurance coverage shall be primary insurance as respects the City. its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of Recipient's insurance and shall not contribute with it.
- Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
- Recipient's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (2)Worker's Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, agents, employees and volunteers for losses arising from work performed by Recipient.
- (3) Professional Errors and Omissions Liability Coverage. Recipient's insurance shall include minimum extended reporting period coverage of three years.
- e. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
- f. Verification of Coverage. Recipient shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City no later than the effective date of this Agreement. The City reserves the right to require complete certified copies of all required insurance policies, at any time.
- **Termination.** Either party may terminate this agreement at any time, without cause, upon 30 days prior written notice to the other party. The City is not obligated to reimburse Recipient for any expenses incurred after termination of this agreement. Recipient shall accept the payment of outstanding expenses incurred as of the date of termination as full payment for the services rendered and for all work performed and in complete satisfaction of claims against the City accruing to the Recipient due to the termination of this agreement.

#### 7. Miscellaneous.

Notice. All required notices shall be sent first class mail to the parties as follows: a.

To City:

City of Walnut Creek CDD – Housing Division 1666 N. Main Street Walnut Creek, CA 94596

Attn: Sherluna Vien

FY 2021-22 School Crisis Counselor Agreement Mt. Diablo Unified School District – Foothill Middle School

To Recipient:

Mt. Diablo Unified School District

1836 Carlotta Drive Concord, CA 94519 Attn: Dr. Adam Clark

- b. <u>Amendment.</u> This agreement may be amended, modified or changed by the parties if in writing and signed by both parties.
- c. <u>Extension</u>. This agreement may be extended for an additional period of time determined in writing by the parties. In the absence of any modifications or amendment included in the written extension, the terms and conditions of this agreement apply to any extension.
- d. <u>Compliance with Laws.</u> Recipient is subject to and shall comply with all Federal, State and local laws and regulations applicable to its performance under this agreement.
- e. <u>Entire Agreement.</u> This agreement contains the entire agreement between the parties.
- 8. Signatures. The parties have executed this agreement effective on the date first written above.

City of Walnut Creek	Mt. Diablo Unified School District
By:	By:
Director of Community Development Department	Title:

WC-2152

#### CERTIFICATE OF COVERAGE

06/25/2021

#### PUBLIC RISK INNOVATION. SOLUTIONS, AND MANAGEMENT

C/O ALLIANT INSURANCE SERVICES, INC. PO BOX 6450 **NEWPORT BEACH, CA 92658-6450** 

PHONE (949) 756-0271 / FAX (619) 699-0901

LICENSE #0C36861

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 BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER

IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED BY: A - See attached schedule of insurers

COVERAGE AFFORDED BY: B

COVERAGE AFFORDED BY: C

COVERAGE AFFORDED BY: D

### Member:

MT. DIABLO UNIFIED SCHOOL DISTRICT ATTN: OFFICE OF GENERAL COUNSEL 1936 CARLOTTA DRIVE CONCORD, CA 94519

#### Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE AND POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE 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 COVERAGE AFFORDED BY THE MEMORANDUMS AND POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS AND POLICIES.

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CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	WORKERS' COMPENSATION & EMPLOYERS' LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2021	07/01/2022	WORKERS' COMPENSATION: Statutory  EMPLOYERS' LIABILITY: \$5,000,000
					1

#### LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS EVIDENCE OF COVERAGE FOR GRANT FOR CRISIS COUNSELORS AT FOOTHILL MIDDLE SCHOOL.

THE AUTHORITY WAIVES ITS RIGHTS OF SUBROGATION AGAINST CITY OF WALNUT CREEK-CDD. PURSUANT TO ENDORSEMENT NUMBER

**Certificate Holder** 

CITY OF WALNUT CREEK CDD ATTN: CARA BAUTISTA-RAO 1666 NORTH MAIN STREET WALNUT CREEK, CA 94596

Cancellation

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

AUTHORIZED REPRESENTATIVE

Public Risk Innovation, Solutions, and Management

Sina Dear

# PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT EXCESS WORKERS' COMPENSATION PROGRAM 2021/2022 SCHEDULE OF INSURERS MT. DIABLO UNIFIED SCHOOL DISTRICT

PROVIDER	POLICY NUMBER	LIMIT
Public Risk Innovation, Solutions, and Management	PRISM PE 21 PWC-28	Workers' Compensation and Employers Liability: \$125,000 each accident/each employee for disease
Public Risk Innovation, Solutions, and Management	PRISM PE 21 EWC-119	Workers' Compensation and Employers Liability: \$2,375,000 each accident/each employee for disease in excess of \$125,000
Safety National Casualty Corporation	SP 4064889	Workers' Compensation: Statutory each accident/each employee for disease in excess of \$2,500,000  Employers Liability: \$2,500,000 each accident/each employee for disease in excess of \$2,500,000

#### **ENDORSEMENT NO. U-2** PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT **EXCESS WORKERS' COMPENSATION**

#### WAIVER OF SUBROGATION ENDORSEMENT

It is understood and agreed that Section VIII. SUBROGATION of the CONDITIONS section of the Memorandum of Coverage is deleted in its entirety and replaced by the following:

VIII. SUBROGATION: In the event of any payment under this Memorandum, PRISM shall be subrogated, to the extent of such payment, to all the Covered Party's rights of recovery therefore, and the Covered Party shall execute all papers required and shall do everything that may be necessary to secure such rights. Any amount recovered as a result of such proceedings, together with all expenses necessary to the recovery of any such amount shall be apportioned as follows: PRISM shall first be reimbursed to the extent of its actual payment hereunder. If any balance then remains, said balance shall be applied to reimburse the Covered Party. The expenses of all proceedings necessary to the recovery of such amount shall be apportioned between the Covered Party and PRISM in the ratio of their respective recoveries as finally settled. If there should be no recovery in proceedings instituted solely on the initiative of PRISM, the expenses thereof shall be borne by PRISM.

However, in the event of any loss payment under this Memorandum for which you have waived the right of recovery in a written contract entered into prior to the loss, we hereby agree to also waive our right of recovery but only with respect to such loss.

It is further agreed that nothing herein shall act to increase PRISM's limit of indemnity.

This endorsement is part of the Memorandum of Coverage and takes effect on the effective date of the Memorandum of Coverage unless another effective date is shown below. All other terms and conditions remain unchanged.

**Effective Date:** 

Memorandum No.: PRISM 21 EWC-00

ssued to:

**ALL MEMBERS** 

ssue Date:

June 25, 2021

GL1-12917

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#### **CERTIFICATE OF COVERAGE**

06/25/2021

#### Public Risk Innovation, Solutions, and Management

C/O ALLIANT INSURANCE SERVICES, INC. PO BOX 6450 NEWPORT BEACH, CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #0C36861

Member:

MT. DIABLO UNIFIED SCHOOL DISTRICT ATTN: OFFICE OF GENERAL COUNSEL 1936 CARLOTTA DRIVE CONCORD, CA 94519

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ON	ILY AND CONFERS NO RIGHTS UPON THE
CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATI	
ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF	F COVERAGE DOES NOT CONSTITUTE A
CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED RE	EPRESENTATIVE OR PRODUCER, AND THE
CERTIFICATE HOLDER	

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED	A- Public Risk Innovation, Solutions, and Management
COVERAGE AFFORDED	В
COVERAGE AFFORDED	С
COVERAGE	

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE 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 COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

**AFFORDED** 

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
А	X Excess General Liability X Auto Liability	PRISM PE 21 EL-88	07/01/2021	07/01/2022	\$1,000,000 \$1,000,000 Limits inclusive of the Member's Self-Insured Retention of \$250,000

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS AGREEMENT FOR COMMUNITY SERVICE BETWEEN MT. DIABLO UNIFIED SCHOOL DISTRICT AND CITY OF WALNUT CREEK FOR CRISIS COUNSELING SERVICES FOR FOOTHILL MIDDLE SCHOOL.

THE CITY OF WALNUT CREEK, ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL COVERED PARTIES, BUT ONLY INSOFAR AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

THIS INSURANCE SHALL BE PRIMARY AND NO OTHER INSURANCE SHALL CONTRIBUTE PURSUANT TO ENDORSEMENT NUMBER U-9.

Certificate Holder

CITY OF WALNUT CREEK CDD-HOUSING DIVISION ATTN: CARA BAUTISTA-RAO 1666 N MAIN ST WALNUT CREEK, CA 94596 Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WIL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

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#### ENDORSEMENT NO. U-1

## PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT GENERAL LIABILITY 1

#### ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT

It is agreed that the "Covered Party, Covered Persons or Entities" section of the Memorandum is amended to include the person or organization named on the Certificate of Coverage, but only with respect to liability arising out of premises owned by or rented to the Member, or operations performed by or on behalf of the Member or such person or organization so designated.

Member or such person or organization so designated.		
Coverage provided Coverage or the mi	under this endorsement is limited to the lesser of the limits stated on the Certificate of inimum limits required by contract.	
ADDITIONAL COV	ERED PARTY:	
NAME OF PERSON	N OR ORGANIZATION SCHEDULED PER ATTACHED CERTIFICATE OF COVERAGE	
AS RESPECTS:		
PER ATTACHED C	ERTIFICATE OF COVERAGE	
It is further agreed	that nothing herein shall act to increase PRISM's limit of liability.	
	is part of the Memorandum and takes effect on the effective date of the ess another effective date is shown below. All other terms and conditions .	
Effective Date:	Memorandum No.: PRISM 21 EL-00	
Issued to:	ALL MEMBERS	

Authorized Representative

**Issue Date:** 

#### **ENDORSEMENT NO. U-9**

## PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT GENERAL LIABILITY 1

#### <u>AMENDATORY ENDORSEMENT - PRIMARY/NON-CONTRIBUTORY</u>

It is understood and agreed that Condition 7. OTHER COVERAGE of the Memorandum to which it is attached, is deleted in its entirety and replaced by the following:

#### 7. OTHER COVERAGE

If collectible insurance with an insurer, or collectible group coverage through another joint powers authority, interlocal cooperative agreement, self-insurance or other public entity group coverage is available to the **covered party** covering a loss also covered hereunder (whether on a primary, excess or contingent basis), the coverage hereunder shall be: (a) in excess of, and shall not contribute with, such insurance; and (b) shall contribute only with any excess group coverage available through another joint powers authority according to a pro-rata, time on the risk basis. However, this clause does not apply with respect to excess insurance purchased specifically to be in excess of this Memorandum. or to insurance or reinsurance which is intended to provide the remainder of the limit of liability stated in the Declarations of this Memorandum when the coverage afforded under this Memorandum provides less than 100 percent of the limit set forth in the Declarations. However, if the **covered party** has entered into a written agreement, prior to any loss event, in which it is agreed that this coverage shall be primary and/or non-contributory with respect to an additional covered party as specified in Endorsement U-1 of this Memorandum, then this coverage shall respond as primary and/or non-contributory, but shall be limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by the written agreement.

Notwithstanding the foregoing paragraph, if coverage for a claim or **suit** is available under this Memorandum and a memorandum of coverage issued in connection with the PRISM's Medical Malpractice Program, this Memorandum shall afford primary coverage only where the gravamen of the claim or **suit** involves liability covered hereunder. EIA staff will preliminarily assess the gravamen of the claim or **suit** and refer it to the committee responsible for the coverage believed to be applicable under this paragraph. Where that committee disputes PRISM's assessment of the gravamen of the claim or **suit** and rejects primary coverage, PRISM will thereafter refer the claim or **suit** to the committee responsible for the other applicable coverage. If that committee also rejects the primary coverage responsibility, the Executive Committee will determine which of PRISM's coverages is primary under this paragraph.

If the Member disputes the acceptance of primary coverage by a committee of PRISM's responsible for the coverage, the Member may appeal that decision to the Executive Committee. Appeal must be requested within 60 days of the coverage acceptance by PRISM.

If the Member is not satisfied with the outcome of the Executive Committee appeal or the determination by the Executive Committee as to which of PRISM's coverages is primary where no committee agreed to accept primary responsibility, the Member may invoke Section (d) and (e) of Article 31 of PRISM's Joint Powers Agreement and proceed to arbitration and, if necessary, litigation. For purposes of this paragraph, the Member must request to invoke Article 31 dispute resolution process within 60 days of the Executive Committee's determination as to which of PRISM's coverages is primary.

Where a memorandum of coverage issued in connection with PRISM's Medical Malpractice Program is determined to afford primary coverage pursuant to this section, the exhaustion of PRISM's limit of liability under the Medical Malpractice Program will satisfy the **covered party's** self-insured retention under this Memorandum.

Coverage for the additional **covered party** under this endorsement is limited to the written contract or agreement as specified on the Certificate of Coverage and Endorsement U-1 of this Memorandum.

It is further agreed that nothing herein shall act to increase PRISM's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

**Effective Date** 

Memorandum No.: PRISM 21 EL-00

Issued to:

**ALL MEMBERS** 

Issue Date:

June 25, 2021

Authorized Representative