

**AGREEMENT BETWEEN SHASTA COUNTY IN-HOME SUPPORTIVE SERVICES
PUBLIC AUTHORITY
AND
LIEBERT CASSIDY WHITMORE, A PROFESSIONAL CORPORATION**

This agreement is entered into between the Shasta County In-Home Supportive Services Public Authority ("IHSS PA"), and Liebert Cassidy Whitmore, a California Corporation ("Consultant"), (collectively, the "Parties" and individually a "Party"), for the provision of labor relations and contract negotiator services.

Section 1. RESPONSIBILITIES OF CONSULTANT

Pursuant to the term and conditions of this agreement, Consultant shall:

- A. Act as Chief Labor Negotiator and employee-relations advisor at the direction of IHSS PA. The Consultant shall perform the following duties as requested by IHSS PA:
 - 1. Meet and confer ("Meeting") in good faith for and on behalf of IHSS PA, as the Chief Labor Negotiator, in association with senior management from the Health and Human Services Agency ("HHSA") and subject matter experts from the IHSS program and IHSS PA at such times and places mutually agreed upon by Consultant and IHSS PA.
 - 2. Meet with IHSS PA management and the IHSS PA Governing Body ("Governing Body") to discuss labor negotiations and to obtain documents necessary for research and preparation of bargaining positions at such times and places to be mutually agreed upon by Consultant and IHSS PA management.
 - 3. Provide IHSS PA with unit-specific data sheets and forms for obtaining needed input from IHSS PA managers for labor negotiations.
 - 4. Meet with IHSS PA management and Governing Body to discuss employee-relations goals and priorities, and draw up alternatives for consideration by IHSS PA.
 - 5. Hold study sessions with IHSS PA Governing Body to discuss goals, priorities, preferences, and receive general guidance for labor negotiations.
 - 6. Develop a provisional calendar of events related to the labor negotiation and employee-relations process.
 - 7. Brief IHSS PA negotiating team members on the labor negotiation process and expectations arising therefrom.
 - 8. Develop IHSS PA labor negotiation proposals and ground rules; discuss these proposals with affected IHSS PA management; and receive direction from Governing Body.
 - 9. Develop IHSS PA Conduct training sessions for IHSS PA managers and advice on interpretation and administration of Memorandum of

Understanding between the IHSS PA and Services Employees International Union, Local 2015 (SEIU).

10. During any periods of labor negotiations or during any meet and confer process:
 - i. Conduct periodic briefings for IHSS PA management and Governing Body on the issues in the labor negotiations with the employee bargaining unit, and provide reports and advice to and receive direction from IHSS PA as needed; and
 - ii. Analyze employee bargaining unit proposals, interests, data, and the like, and prepare responses and counter-proposals or alternative solutions as necessary.
 11. Represent IHSS PA as labor negotiator in any labor negotiation impasse procedures as directed by IHSS PA.
 12. Consult as to administrative hearings, and arbitrations involving interpretation of the current MOU and disciplinary matters, as requested by the County Counsel.
 13. Prepare the Final MOU between the employee bargaining unit and IHSS PA, for presentation to the employee bargaining unit and IHSS PA for ratification.
 14. Prepare an annotated version of any new, signed MOU for use by IHSS PA management throughout the term thereof.
 15. Provide unlimited telephone consultation on matters involving human resources, employee relations, and labor negotiations and bargaining related issues.
- B. Consultant understands that County Counsel is the legally empowered legal representative of the IHSS PA and its officers and employees. To the extent this agreement involves the provision of legal advice and representation, Consultant shall coordinate with County Counsel in providing such legal advice and representation.
- C. As required by Government Code section 7550, each document or report prepared by Consultant for or under the direction of IHSS PA pursuant to this agreement shall contain the numbers and dollar amount of this agreement and all subcontracts under this agreement relating to the preparation of the document or written report. If multiple documents or written reports are prepared pursuant to this agreement or subcontracts, the disclosure section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports. Consultant shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Consultant shall add: "This [document or report] is one of [number] produced under this agreement."
- D. **Additional Services**

Consultant shall also undertake additional specific duties, as assigned by the Director of HHSA, or their designee acting in their capacity as the Director of the IHSS PA, which are within Consultant's expertise, and which Consultant and the Director of HHSA, or their designee acting in their capacity as the Director of the IHSS PA, mutually agree in writing. If Consultant and the Director of HHSA, or their designee acting in their capacity as the Director of the IHSS PA, are unable to mutually agree in writing upon a specific duty or duties Consultant shall undertake pursuant to this provision, then Consultant is not obligated under this agreement to undertake the additional specific duty or duties.

E. Record Keeping/Reporting.

1. Consultant shall maintain, in the State of California, and in a form acceptable to IHSS PA: (i) all books, records, documents, and other evidence pertaining to the costs and expenses incurred by Consultant pursuant to this agreement; and (ii) records concerning the services provided pursuant to this agreement, including, but not limited to, a log of the dates and hours spent providing the services prescribed in Section 1 of this agreement (collectively, the "Agreement Records"). All Agreement Records shall be open for audit and review by IHSS PA, and by state and federal agencies, including the California Department of Social Services. Agreement Records shall be kept for a period of at least five years after termination, expiration, or cancellation of this agreement, or until all audits for compliance with the terms, conditions, and specifications of this agreement are completed, whichever is later. This provision shall survive the termination, expiration, or cancellation of this agreement.
2. Consultant shall provide all information pertaining to this agreement necessary for reports required by IHSS PA, and by the state or federal government. Consultant shall fully cooperate with IHSS PA in providing any information and/or records needed by any government entity concerning this agreement.

Section 2. RESPONSIBILITIES OF IHSS PA

Pursuant to the terms and conditions of this agreement, County shall:

- A. Compensate Consultant as prescribed in Sections 3 and 4 of this agreement.
- B. Provide Consultant with access to relevant fiscal and personnel information requested by Consultant that is necessary for Consultant to perform Consultant's services under this agreement.
- C. Provide labor negotiation team members to represent IHSS PA's interests during labor negotiations.
- D. Provide facilities for meetings necessitated by Consultant's representation of IHSS PA under this agreement.
- E. Monitor Consultant's performance to assure compliance with the terms and conditions and specifications of this agreement.

Section 3. COMPENSATION

- A. Services rendered by the Consultant as specified in Section 1 of this agreement shall be billed in quarter-hour increments and be paid as follows:
 - 1. Partners \$385.00
 - 2. Senior Counsel \$335.00
 - 3. Associates \$220.00 - \$310.00
 - 4. Labor Relations/Human Resources Consultant \$250.00
 - 5. Paralegals/Litigation Support \$75.00 - \$185.00
- B. Consultant travel expenses shall at the rate of \$385.00 per hour, limited to no more than four hours per one-way travel.
- C. For each overnight visit to Shasta County, on business for the County in relation to the IHSS PA labor relations and contract negotiator services, Consultant shall be reimbursed for lodging, meals and incidental costs at a maximum rate of \$250 per night and shall be obtained in the most cost-effective means available. Requests for reimbursement must be accompanied by receipts.
- D. Consultant shall not be reimbursed for the following:
 - 1. Alcoholic beverages; or
 - 2. Laundry; or
 - 3. Sundry; or
 - 4. In-room movies; or
 - 5. Expenses for family members.
- E. All of Consultant's purchases of goods or services pursuant to the terms and conditions of this agreement, shall be economical and shall not involve the use or expenditure of resources carelessly, extravagantly, or to no purpose.
- F. In no case whatsoever shall the maximum amount payable to Consultant for providing the services specified in Section 1 of this agreement, and the travel expenses incurred pursuant as specified in Section 3 to this agreement, exceed \$50,000.
- G. Consultant shall be paid via electronic invoice payment, automated clearing house (ACH), County Credit Card, or Commerce Bank virtual card. ACH payments require submission of the completed Auditor-Controller ACH/Direct Deposit authorization form within five days of execution of this agreement.
- H. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 4. BILLING AND PAYMENT

- A. Consultant shall submit to County's Health and Human Services Agency ("HHS") Administration Fiscal, P.O. Box 496005, Redding, CA 96049-6005

within fifteen days after completion of the services prescribed in Section 1, a billhead or invoice regularly used in the conduct of business of the Consultant along with any supporting documentation and/or receipts. IHSS PA shall make payment within 30 days of receipt of Consultant's correct and approved billhead or invoice.

- B. Each billhead or invoice shall include copies of receipts for reimbursement of allowable travel costs or expenses.
- C. Compensation under this agreement shall be reduced by applicable contractor revenues. The term "applicable contractor revenues" refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Consultant's compensation under this agreement (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayment, or other erroneous charges). To the extent that applicable contractor revenues, accruing or received by Consultant relate to allowable costs, they shall be credited to IHSS PA either as a reduction, or a cash refund, as appropriate.
- D. Should IHSS PA, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse IHSS PA, or the state or federal government, as directed by IHSS PA, or the state or federal government, for such disallowed cost.

Section 5. TERM OF AGREEMENT

- A. This agreement shall commence as of the last date it has been signed by both Parties and shall end three years after the commencement date.
- B. Notwithstanding the foregoing, IHSS PA shall not be obligated for payments hereunder for any future IHSS PA fiscal year unless or until the Governing Board appropriates funds for this agreement in IHSS PA's budget for that IHSS PA fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last IHSS PA fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the IHSS PA fiscal year commences on July 1 and ends on June 30 of the following year. IHSS PA shall notify Consultant in writing of such non-appropriation at the earliest possible date.

Section 6. TERMINATION OF AGREEMENT

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of IHSS PA, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then IHSS PA shall have the right to terminate this agreement effective immediately upon the IHSS PA giving written notice thereof to Consultant. If termination for cause is given by IHSS PA to Consultant and it is later determined by IHSS PA that Consultant was not in default or the default was excusable, then the notice of

termination shall be deemed to have been given without cause pursuant to paragraph B of this Section.

- B. IHSS PA may terminate this agreement without cause on 30 days written notice to Consultant. IHSS PA shall pay Consultant for all work satisfactorily completed as of the date of the notice. Consultant may terminate this agreement upon the written consent of IHSS PA or for good cause.
- C. IHSS PA may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. IHSS PA or Consultant may terminate this agreement immediately upon oral notice should IHSS PA or Consultant not be able to comply with the obligations of this agreement due to any material cause which is beyond the reasonable control of IHSS PA or Consultant, including, but not limited to: fire, explosion, lightning, power surges or outages, strikes or labor disputes, acts of God, civil disturbances, acts of civil or military authorities, acts of terrorism, fuel or energy shortages, acts and/or omissions by third party communications carriers, or any other cause beyond IHSS PA's or Consultant's control.
- E. IHSS PA's right to terminate this agreement may be exercised by the Governing Body of the IHSS PA, the Shasta County Executive Officer or designee, or by Director of HHSA, or designee, acting in capacity as the Director of the IHSS PA.
- F. Should this agreement be terminated, Consultant shall promptly provide to IHSS PA any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- G. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and the HHSA Director, or designee acting in the capacity as the Director of the IHSS PA provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).

- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER

Inasmuch as this agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of IHSS PA. The waiver by IHSS PA of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

Section 9. EMPLOYMENT STATUS OF CONSULTANT

Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow IHSS PA to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of IHSS PA is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a IHSS PA employee. IHSS PA shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under IHSS PA's workers' compensation insurance plan nor shall Consultant be eligible for any other IHSS PA benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

Section 10. INDEMNIFICATION

- A. Consultant shall defend, indemnify and hold harmless IHSS PA, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses, audit exceptions (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by IHSS PA, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the negligent acts, willful acts, or errors or omissions of Consultant or any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity related to the work or the provision of services undertaken pursuant to this agreement, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of IHSS PA. Consultant shall also defend and indemnify IHSS PA for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless IHSS PA with

respect to Consultant's "independent contractor" status that would establish a liability on IHSS PA for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. This provision shall survive the termination, expiration, or cancellation of this agreement.

- B. This indemnification provision is independent of, and shall not in any way be limited by, Contractor's insurance coverage or lack of coverage, or by the insurance requirements of this agreement. IHSS PA acknowledgement or approval of Contractor's evidence of insurance coverage required by this agreement does not in any way relieve Contractor from its obligations under this Section.

Section 11. INSURANCE REQUIREMENTS

Without limiting Consultant's duties of defense and indemnification:

- A. Consultant and any subcontractor shall carry, General Liability Insurance and other coverage necessary to protect the County, IHSS PA, and the public, with limits of \$2 million per occurrence or claim. Such coverage shall:

1. Be equivalent to the current Insurance Services Office (ISO) form CG 00 01, assuring coverage for products and completed operations, property damage, bodily injury, and personal and advertising injury.
2. Include an endorsement, or an amendment to the policy of insurance, naming Shasta County, IHSS PA, its elected officials, officers, employees, agents, and volunteers as additional insureds; the additional insureds coverage shall be equal to the current ISO forms CG 20 10 for on-going operations, and CG 20 37 for completed operations.
3. Apply separately to this project and location(s); in the event of a general aggregate limit, the general aggregate limit shall be twice the required per occurrence limit.
4. Contain, or be endorsed to contain, a "separation of insureds" clause which shall read, or have the same effect as the following:

"Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each suit insured against whom a claim is made or suit is brought."

- B. Consultant and any subcontractor shall carry Automobile Liability Insurance covering any auto, unless Consultant has no owned autos then covering at minimum hired and non-owned autos, with limits of \$1 million per occurrence or claim. Such coverage shall:
 - 1. Include, or be endorsed to contain, Additional Insured coverage in favor of Shasta County, IHSS PA its elected officials, officers, employees, agents, and volunteers.
 - 2. Include, or be endorsed to contain, coverage for hazardous waste transportation, when appropriate to the work being performed.
- C. Consultant and any subcontractor shall carry statutorily required Workers' Compensation Insurance and Employer's Liability Insurance with limits of \$1 million per occurrence or claim, to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant
- D. Consultant shall carry Professional Liability (Errors and Omissions) Insurance, applicable to the Consultant's profession and the services/work being performed with limits not less than \$2 million per occurrence or claim, or \$2 million aggregate.
- E. Consultant shall require its subcontractors, if any, to carry and maintain insurance coverage and evidence that equals or exceeds the coverage requirements imposed upon Consultant by this agreement.
- F. With regard to all insurance coverage required by this agreement:
 - 1. Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the Shasta County Risk Manager prior to the effective date of this agreement; policy shall provide, or be endorsed to provide, that any self-insured retention or deductible may be satisfied by either the named insured or County, and must also provide that defense costs satisfy the self-insured retention or deductible. Any and all deductibles and self-insured retentions shall be the sole responsibility of Consultant or subcontractor who procured such coverage, and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Consultant to fund the self-insured retention or deductible.

2. If any insurance coverage required hereunder is provided on a “claims made” rather than “occurrence” form, Consultant or subcontractor shall maintain such coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported three years after the expiration date of this agreement.
3. In the event that coverage is reduced or canceled, or otherwise materially changed a notice of reduction or cancellation or change shall be provided to County within 24 hours.
4. Consultant hereby grants to Shasta County, its elected officials, officers, employees, agents, and volunteers, a waiver of any right to subrogation or recovery which any insurer of said Consultant may acquire against County by virtue of the payment of any loss under such coverage, and agrees to obtain any endorsement that may be necessary to affect this waiver; this provision applies regardless of whether or not County has received such a waiver or endorsement.
5. Any available insurance proceeds in excess of the specified minimum limits and insurance coverage pursuant to the terms of this agreement shall be applicable to the County’s.
6. Before the effective date of this agreement, Consultant shall provide County with certificates of insurance, and all amendatory endorsements or policy amendments, as evidence of meeting insurance coverage required of this agreement; for purposes of Consultant meeting requirements of this agreement, County reserves the right to require any policies, declarations, endorsements, and other documentation.
7. Coverage required herein shall be in effect at all times during the term of this agreement, and maybe provided by programs of self-insurance when supported by adequate evidence meeting self-insurance and regulatory compliance. Insurance is to be placed with insurers authorized to transact business in California, with a current A.M. Best’s rating of not less than A:VII, unless otherwise authorized by County.
8. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as

herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

9. For any of claims related to this agreement, Consultant's coverage shall be primary and non-contributory. Any coverage maintained by Shasta County, its elected officials, officers, employees, agents, and volunteers, shall be excess of the Consultant's coverage and shall not contribute with it.
10. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Shasta County, its elected officials, officers, employees, agents, or volunteers.

Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE

- A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect IHSS PA, Consultant shall give prompt and timely notice thereof to IHSS PA. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Consultant recognizes the mandatory standards and policies relating to energy efficiency in the state energy conservation plan (Title 24 of the California Code of Regulations).
- C. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

Section 13. SUBCONTRACTORS.

Consultant shall not subcontract any services to be provided under this agreement without the prior written consent of IHSS PA. Any subcontract entered into by Consultant in contravention of this provision without the prior written consent of IHSS PA shall be void. Consultant and subcontractor who enter into a subcontract without such consent and approval waive any right to compensation for services provided pursuant to the void subcontract. Consultant and subcontractor shall defend, hold harmless, and indemnify IHSS PA, its elected officials, officers, volunteers, and employees, against all claims, actions, costs, counsel fees, expenses, damages, judgments, or decrees by reason of any claim made by a subcontractor to enforce any provisions of a subcontract entered into without the prior consent of IHSS PA.

Section 14. COMPLIANCE WITH LAWS; NON-DISCRIMINATION

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders, that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS), physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law. In addition, Consultant shall comply with the conditions of **Attachment A**, Assurance of Compliance with IHSS PA Nondiscrimination in State and Federally Assisted Programs, attached and incorporated herein.
- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this Section.

Section 15. ACCESS TO RECORDS; RECORDS RETENTION

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or IHSS PA. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Consultant shall maintain appropriate records to ensure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Consultant agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that

County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.

Section 16. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

Consultant's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Consultant's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Consultant's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

Section 17. LICENSES AND PERMITS

Consultant, and Consultant's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by IHSS PA. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by IHSS PA.

Section 18. PERFORMANCE STANDARDS

Consultant shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Consultant's work or services.

Section 19. CONFLICTS OF INTEREST

Consultant and Consultant's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

Section 20. NOTICES

- A. Except as provided in Sections 6.C. and 6.D. of this agreement (oral notice of termination), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to IHSS PA:	Governing Board Chairman
	IHSS Public Authority
	1450 Court Street, Suite 308B

Redding, CA 96001-1673

Phone: 530.225.5557

Fax: 530.225.5189

And

Branch Director

Health and Human Services Administration

P.O. Box 496005

Redding, CA 96049-6005

If to Consultant: Liebert Cassidy Whitmore
Attn: Gage Dungy, Partner
400 Capitol Mall, Suite 1260
Sacramento, CA 95814
Phone: (916) 584-7000
Fax: (916) 584-7083

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 20.A. and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer or their designee.

Section 21. AGREEMENT PREPARATION

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

Section 22. COMPLIANCE WITH POLITICAL REFORM ACT

Consultant shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the County's Conflict of Interest Code, with regard to any obligation on the part of Consultant to disclose financial interests and to recuse from influencing any County decision which may affect Consultant's financial interests. If required by the County's Conflict of Interest Code, Consultant shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

Section 23. PROPERTY TAXES

Consultant represents and warrants that Consultant, on the date of execution of this agreement, (1) has paid all property taxes for which Consultant is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Consultant shall make timely payment of all property taxes at all times during the term of this agreement.

Section 24. SEVERABILITY

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

Section 25. COUNTY'S RIGHT OF SETOFF

To the fullest extent permitted by law, County shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to Consultant or any of its subsidiaries under any contract with the County, any amount of any Federal or State audit liability owed by or claimed or asserted against the County or any amounts owed to County by Consultant or its subsidiaries.

Section 26. CONFIDENTIALITY

During the term of this agreement, both Parties may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 27. SCOPE AND OWNERSHIP OF WORK

All research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this agreement in a mutually agreed format. County may use such work products for any purpose whatsoever. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the County without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Consultant shall retain all of Consultant's rights in Consultant's own proprietary information, including, without limitation, Consultant's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during the performance of this agreement and Consultant shall not be restricted in any way with respect thereto.

Section 28. IHSS PA STATUS

IHSS PA is an independent legal entity, separate and apart from the County of Shasta. The IHSS PA has no power to bind the County of Shasta to any contractual or legal obligations, nor may the obligees of the IHSS PA seek recourse against the County of Shasta for any financial or legal obligations of the IHSS PA.

Section 29. USE OF IHSS PA PROPERTY

Consultant shall not use IHSS PA premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Consultant's obligations under this agreement.

Section 30. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this Section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, IHSS PA and Consultant have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

**IN-HOME SUPORTIVE SERVICES
PUBLIC AUTHORITY**

Date: _____

KEVIN W. CRYE, CHAIR
IHSS Public Authority Governing Board
County of Shasta
State of California

ATTEST:
DAVID J. RICKERT
Clerk of the IHSS Public Authority
Governing Board

By: _____
Deputy

Approved as to form:
JOSEPH LARMOUR

County Counsel
Signed by: Cedar Vaughan
By: _____
1A56367109A7486...

Name: Cedar Vaughan

Date: 10/16/2024 | 2:40 PM PDT
Title: Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

Signed by: Dolyene Lane
By: _____
63C541BCE38944C...

Name: Dolyene Lane

Date: 10/16/2024 | 2:01 PM PDT
Title: Risk Manager

CONTRACTOR

Signed by: Jack Hughes for J. Scott Tiedemann
By: _____
BD58B9D5112D45C...

Name: J. Scott Tiedemann

Date: 10/21/2024 | 9:03 AM PDT
Title: Managing Partner

Tax I.D.#: On File



**ASSURANCE OF COMPLIANCE WITH IHSS PA NONDISCRIMINATION
IN STATE AND FEDERALLY ASSISTED PROGRAMS**

Agreement to provide labor relations/contract negotiator service.

Liebert, Cassidy & Whitmore, A Professional Corporation

HEREBY AGREES to comply with Titles VI and VII of the federal Civil Rights Act of 1964, as amended; Section 504 of the federal Rehabilitation Act of 1973, as amended; the federal Age Discrimination Act of 1975, as amended; the federal Food Stamp Act of 1977 as amended, and in particular section 272.6 thereof; Title II of the federal Americans with Disabilities Act of 1990, as amended; the Unruh Civil Rights Act, California Civil Code, section 51, as amended; California Government Code, sections 11135 - 11139.5, as amended; California Government Code, section 12940, as amended; Chapter 7, of Division 5, or Title 1 of the California Government Code, commencing with section 4450, as amended; Title 22, California Code of Regulations, sections 98000 – 98413; Title 24, California Code of Regulations, section 3105; the Dymally-Alatorre Bilingual Services Act (California Government Code, sections 7290 – 7299.8), as amended; section 1808 of the Interethnic Adoption Provisions of the Small Business Job Protection Act of 1996, as amended; and all other applicable federal and state laws, as well as their implementing regulations (including title 45 of the Code of Federal Regulations (CFR) Parts 80, 84, and 91; 7 CFR, Part 15; and 28 CFR, Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall, because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, sexual orientation, marital status, religion, religious creed or political belief, be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under, any program or activity receiving federal or state financial assistance; and HEREBY GIVES ASSURANCE to immediately take any measures necessary to effectuate this Assurance of Compliance.

THIS ASSURANCE OF COMPLIANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and CONSULTANT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of Chapter 21-100 of the California Department of Social Services (CDSS) Manual of Policies and Procedures will be prohibited.

BY GIVING THIS ASSURANCE OF COMPLIANCE, Consultant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the aforementioned laws, rules, and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books, and accounts as needed to ascertain compliance. If there are any violations of this Assurance of Compliance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with California Welfare and Institutions Code section 10605, or California Government Code sections 11135 – 11139.5, as amended, or any other laws or regulations, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this Assurance of Compliance.

THIS ASSURANCE OF COMPLIANCE is binding on Consultant as long as Consultant is receiving federal or state funding pursuant to the agreement to which this Assurance of Compliance is attached.