

## **PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND THE UNITED WAY OF NORTHERN CALIFORNIA**

This agreement is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency (“County”), and United Way of Northern California, a California corporation (“Contractor”), (collectively, the “Parties” and individually a “Party”), for the provision of 2-1-1 Shasta Information and Referral services in Shasta County (“2-1-1 Shasta”).

### **Section 1. DEFINITIONS**

For the purposes of this agreement, the following definitions shall apply:

- A. **2-1-1** means the resource and referral call center serving Shasta County residents providing information for basic human needs of food, clothing, shelter, utility, physical/mental health services, employment support, financial assistance, crisis hotlines, support groups and youth services.
- B. **AIRS** means the professional association, Alliance of Information and Referral Systems, of community Information and Referral (I&R) providers, primarily in the United States and Canada.
- C. **AIRS Standards for Professional Information & Referral and Quality Indicators (“AIRS Standards”)** means the 8.0 version or any updated versions that occur during the term of this Agreement.
- D. **Resource Database** means a computerized body of information about community resources that can be accessed in a variety of ways including alphabetically by organization name, by type of service provided, by target population served, by geographical area served, and by other filters. The resource database supports the Information and Referral process but also serves as an inventory of human services for the community.

### **Section 2. RESPONSIBILITIES OF CONTRACTOR**

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

- A. Provide for twenty-four hours a day, seven days a week (24/7), I&R services for 2-1-1 Shasta in accordance with AIRS Standards for information and referral services by AIRS for Shasta County residents.
- B. Update and maintain a Resource Database that meets the AIRS Taxonomy and resource database standards in accordance with AIRS Standards and provide written referral database reports, on a monthly basis, by the 15th day of each month.
- C. Enhance, update, and maintain the 2-1-1 Shasta website, which:
  - (1) Is compatible with the database required in Section 2.B. of this agreement;
  - (2) Conforms to the Web Content Accessibility Guidelines found at [www.w3.org](http://www.w3.org);

- (3) Is in compliance with section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794D0) Subpart B, 1194.22.
  - (4) Contains a link to the County's Legal Disclaimer (found at [www.shastacounty.gov](http://www.shastacounty.gov)).
  - (5) Complies with all applicable federal, state, and county laws, regulations, and policies including, but not limited to, copyright, records retention, California Public Records Act, United States Constitution First Amendment, privacy laws, employment related laws, and County Established Policies including Administrative Policies 4-301 Social Media Policy, and 4-302 Hypertext Links Use.
- D. Provide enhanced information referral services for specific designated programs or services—for 2-1-1 Shasta, as mutually agreed upon by both Parties as approved in advance, in writing by the Health and Human Services (“HHSA”) Director or his/her designee. If enhanced information referral services cannot be mutually agreed to, County will maintain the final decision.
- E. Provide for the acceptance of long distance assisted calls received from outside Shasta County by Shasta County residents, interpreter services calls and disability aid services calls (teletype).
- F. Promote 2-1-1 Shasta and actively develop grant applications.
- G. Upon request of the County Office of Emergency Services and/or other County designees, coordinate the inclusion and updating of Disaster Response Services information available through 2-1-1 Shasta, as needed.
- H. Provide enhanced information and referral services for natural disaster survivors from initial crisis through final stabilization and provide information in Resources Database.
- I. Provide to County a written sustainability update for maintaining and providing 2-1-1 Shasta Information and Referral Services in Shasta County on an annual basis and received by the County no later than March 31st of each year.
- J. Provide a written monthly progress report detailing the status of responsibilities set forth in Section 2.A. through 2.G. The report shall include a statistical summary and narrative report as needed regarding items listed in Section 2.A. though 2.H This report shall include any challenges and barriers in meeting contract responsibilities as well as what actions are being taken to address these challenges or barriers. The report shall be submitted to the County HHSA Economic Mobility Branch Director, or their designee, by the 15th day of each month for the prior months' services.

### **Section 3. RESPONSIBILITIES OF COUNTY**

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

- A. Monitor Contractor's performance to assure compliance with the terms, conditions, and specifications of agreement.
- B. Reimburse Contractor as prescribed in Sections 4 and 5 of this agreement and monitor the outcomes achieved by Contractor.
- C. Promote 2-1-1 NorCal to healthcare systems, community partners, and community healthcare workers. Encourage the use of 2-1-1 as a resource for patients and clients to access information and resources.

#### **Section 4. COMPENSATION**

- A. County shall compensate Contractor in accordance with the budget ("Budget"), as prescribed in **Attachment A** of this agreement, attached hereto and incorporated by this reference.
- B. Maximum compensation shall not exceed \$99,540.20 per contract year Contractor 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.
- C. In no event, shall the maximum compensation payable under this agreement, exceed \$298,620.61 for the entire term of this agreement.

#### **Section 5. BILLING AND PAYMENT**

- A. Contractor shall submit to County HHSA Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005 quarterly by the 15<sup>th</sup> day of each month for services rendered the preceding month, a billhead or invoice regularly used in the conduct of business of the Contractor, accompanied by a call center invoice and other supporting documentation. County shall make payment within 30 days of receipt of Contractor's correct and approved billhead or invoice.
- B. 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 Contractor'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 Contractor relate to allowable costs, they shall be credited to County either as a reduction, or a cash refund, as appropriate.
- C. Should County, or the state or federal government, disallow any amount claimed by Contractor, Contractor shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.
- D. County shall pay 62% of Call Center charges, which is determined on population size of participating counties. This amount is not to exceed \$44,000 per contract year.

## **Section 6. TERM OF AGREEMENT**

- A. This agreement shall commence on October 1, 2023 and shall end September 30, 2026.
- B. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County 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 County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Contractor in writing of such non-appropriation at the earliest possible date.

## **Section 7. TERMINATION OF AGREEMENT**

- A. If Contractor materially fails to perform Contractor's responsibilities under this agreement to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner Contractor's responsibilities under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Contractor. If termination for cause is given by County to Contractor and it is later determined that Contractor 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. County may terminate this agreement without cause on 30 days written notice to Contractor.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. Either Party may terminate this agreement immediately upon oral notice should either Party be unable to comply with the obligations of this agreement due to any material cause which is beyond the reasonable control of said Party, including, but not limited to: fire, explosion, power 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 Party's control.
- E. County's right to terminate this agreement may be exercised by County Executive Officer or their designee.
- F. Should this agreement be terminated, Contractor shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Contractor pursuant to this agreement.
- G. If this agreement is terminated, Contractor shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

**Section 8. 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. Contractor shall be entitled to no other benefits other than those specified herein. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor 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, prospective and 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 Contractor and the HHSA Director or any HHSA Branch Director designated by the HHSA Director, provided that that amendment is substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. During the term of this agreement, Consultant may make budget line item amount shifts with County written preapproval as long as it does not increase total compensation payable under this agreement.
- D. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- E. 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 appendixes, the provisions of this agreement shall govern.

**Section 9. NONASSIGNMENT OF AGREEMENT; NON-WAIVER**

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

**Section 10. EMPLOYMENT STATUS OF CONTRACTOR**

Contractor 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 County to exercise discretion or control over the professional manner in which Contractor performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to insure that the work or services shall be rendered and performed in a

competent, efficient, and satisfactory manner. Contractor 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 Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Contractor be eligible for any other County benefit. Contractor must issue W-2 and 941 Forms for income and employment tax purposes, for all of Contractor's assigned personnel under the terms and conditions of this agreement.

## **Section 11. INDEMNIFICATION**

- A. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Contractor, or by any of Contractor's subcontractors, any person employed under Contractor, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Contractor shall also, at Contractor's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Contractor, or any of Contractor's subcontractors, any person employed under Contractor, or under any Subcontractor, or in any capacity. Contractor shall also defend and indemnify County 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 County with respect to Contractor's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. 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, Contractors's insurance coverage or lack of coverage, or by the insurance requirements of this agreement. County acknowledgement or approval of Contractors's evidence of insurance coverage required by this agreement does not in any way relieve Contractor from its obligations under this Section.

## **Section 12. INSURANCE REQUIREMENTS**

Without limiting Contractor's duties of defense and indemnification:

- A. Contractor and any subcontractor shall carry, General Liability Insurance and other coverage necessary to protect the County 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, 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 affect as:  
  
"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. Contractor and any subcontractor shall carry Automobile Liability Insurance covering any auto, unless Contractor 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, 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. Contractor 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 Contractor, subcontractor, Contractor's partner(s), subcontractor's partner(s), Contractor's employees, and subcontractor's(s') employees covering the full liability for compensation for injury to those employed by Contractor or subcontractor. Contractor hereby certifies that Contractor 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 Contractor shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.

- D. Contractor shall carry Professional Liability (Errors and Omissions) Insurance, applicable to the Contractor's profession and the services/work being performed with limits not less than \$2 million per occurrence or claim, or \$2 million aggregate.
- E. Contractor shall require its subcontractors, if any, to carry and maintain insurance coverage and evidence that equals or exceeds the coverage requirements imposed upon Contractor 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 Contractor 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 Contractor or subcontractor who procured such coverage, and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor 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, Contractor 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, Contractor 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) Contractor 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 Contractor 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 Countys.



- (6) Before the effective date of this agreement, Contractor 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 Contractor 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, Contractor 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 Contractor 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, Contractor'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 Contractor'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 13. NOTICE OF CLAIM; APPLICABLE LAW; VENUE**

- A. If any claim for damages is filed with Contractor or if any lawsuit is instituted concerning Contractor's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Contractor shall give prompt and timely notice thereof to County. 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. Contractor 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 14. COMPLIANCE WITH LAWS; NON-DISCRIMINATION**

- A. Contractor 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. Contractor shall comply with mandatory standards and policies as required by Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 C.F.R., Part 60).
- C. Contractor shall not unlawfully 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.
- D. Contractor represents that Contractor is in compliance with and agrees that Contractor 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. Furthermore, where applicable, Contractor represents and warrants all websites created for County, or used by Contractor to provide services pursuant to this agreement shall comply with the Americans with Disabilities Act of 1990 and shall specifically conform to the Web Content Accessibility Guidelines found at [www.w3.org.7](http://www.w3.org.7), and comply with section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), Subpart B, 1194.22.
- E. No funds or compensation received by Contractor under this agreement shall be used by Contractor for sectarian worship, instruction, or proselytization in a manner prohibited by law.
- F. In addition to any other provisions of this agreement, Contractor shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Contractor 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 Contractor that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Contractor or County. Except where longer retention is required by federal or state law, Contractor 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. Contractor shall maintain appropriate records to insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Contractor 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. Contractor 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. Contractor agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Contractor 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 Contractor.

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

Contractor's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Contractor'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. Contractor'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**

Contractor, and Contractor'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 County. 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 County.

**Section 18. PERFORMANCE STANDARDS**

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

## **Section 19. CONFLICTS OF INTEREST**

Contractor and Contractor'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 7.C. and 7.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 County:                      Branch Director  
   HHSa Economic Mobility Branch  
   Attn: Contracts Unit  
   2430 Breslauer Way  
   Redding, CA 96001  
   Phone: 530-245-7638  
   Fax: 530-225-5443

If to Contractor:                Chairman, Board of Governors  
   United Way of Northern California  
   3300 Churn Creek Road  
   Redding, CA 96002  
   Phone: 530-241-7521

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**

Contractor 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 Contractor to disclose financial interests and to recuse from influencing any County decision which may affect Contractor's financial interests. If required by the County's Conflict of Interest Code, Contractor shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

**Section 23. PROPERTY TAXES**

Contractor represents and warrants that Contractor, on the date of execution of this agreement, (1) has paid all property taxes for which Contractor is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Contractor 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. 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 26. 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. 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, Contractor shall retain all of Contractor's rights in Contractor's own proprietary information, including, without limitation, Contractor's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Contractor prior to, or acquired by Contractor during the performance of this agreement and Contractor shall not be restricted in any way with respect thereto.

**Section 27. USE OF COUNTY PROPERTY**

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

**Section 28. 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 Contractor 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 Contractor or its subsidiaries.

**Section 29. 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 (i) 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**, County and Contractor 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.

**COUNTY OF SHASTA**

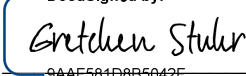
Date: \_\_\_\_\_

\_\_\_\_\_  
PATRICK JONES, CHAIR  
Board of Supervisors  
County of Shasta  
State of California

ATTEST:  
DAVID J. RICKERT  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

Approved as to form:  
GRETCHEN M. STUHR  
Interim County Counsel

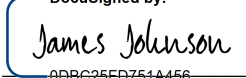
By:   
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Date: 11/28/2023 | 8:38 AM PST

Name: Gretchen M. Stuhr

Title: Interim County Counsel

**RISK MANAGEMENT APPROVAL**

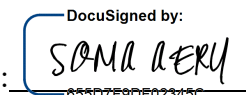
By:   
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Date: 11/22/2023 | 11:23 AM PST

Name: James Johnson

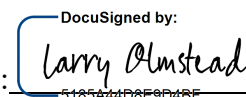
Title: Risk Management Analyst III

**CONTRACTOR**

Date:   
653D7F9DF02345C...

11/28/2023 | 10:06 AM PST

\_\_\_\_\_  
Sonia Sullivan-Aery, Chair

Date:   
5185A44D8E9D48F...

11/28/2023 | 9:22 AM PST

\_\_\_\_\_  
Larry Olmstead, Chief Executive Officer

Tax I.D.#: On File

United Way of Northern California - 211 Shasta  
BUDGET

Shasta County Health & Human Services Agency  
2600 Park Marina Drive  
Redding, CA 96001

United Way of Northern California  
3300 Churn Creek Blvd Redding CA 96002

Multi-Year Service Budgets							
Budget Category	Budget Period Oct/23-Sept/24		Budget Period Oct/24-Sept/25		Budget Period Oct/25-Sept26	Total Budget	
Personnel/Position	FTE						
Database Specialist	0.20	9,052.00		9,052.00		9,052.00	27,156.00
211 Call Navigator	0.15	6,240.00		6,240.00		6,240.00	18,720.00
211 Data Analyst	0.10	6,240.00		6,240.00		6,240.00	18,720.00
Subtotal Salaries		21,532.00		21,532.00		21,532.00	64,596.00
Fringe Benefits 27%		5,813.64		5,813.64		5,813.64	17,440.92
Total Salaries and Benefits		27,345.64		27,345.64		27,345.64	146,632.92
Operating Expenses							
Office Expenses/Supplies		600.00		600.00		600.00	1,800.00
Professional Services (Contracts)							
Call Center Contract		44,000.00		44,000.00		44,000.00	
Database Contractor		2,500.00		2,500.00		2,500.00	
Hardware Maintenance		3,700.00		3,700.00		3,700.00	
Website & Database Maintenance		2,000.00		2,000.00		2,000.00	
Subtotal Professional Services (Contracts)		52,200.00		52,200.00		52,200.00	156,600.00
Utilities/Communications/long distance calls		1,000.00		1,000.00		1,000.00	3,000.00
Text Software		1,000.00		1,000.00		1,000.00	3,000.00
Emergency Activation of 211		10,000.00		10,000.00		10,000.00	30,000.00
Total Operating Expenses		64,800.00		64,800.00		64,800.00	194,400.00
Total Expenses		92,145.64		92,145.64		92,145.64	276,436.92
Administrative Cost 10% of MTDC		7,394.56		7,394.56		7,394.56	22,183.69
<small>Total 10% of Modified Total Direct Costs (MTDC). *Includes all direct Salaries &amp; Benefits, Services &amp; Supplies, and up to \$25k of subcontracts *Does not include equipment, capital expenditures, patient care, rent, and the amount of a subaward over \$25k (2 CFR 200.68)</small>							
Totals		\$99,540.20		\$99,540.20		\$99,540.20	\$298,620.61

FOR COUNTY USE ONLY:

Cost Center

Account Code

Project Code

Activity Code