

PERSONAL SERVICES AND SOFTWARE LICENSE AGREEMENT BETWEEN THE COUNTY OF SHASTA AND CARAHSOFT TECHNOLOGY CORPORATION

This agreement is entered into between the County of Shasta, through its Department of Support Services, Purchasing Unit, a political subdivision of the State of California (“County”) and Carahsoft, a C Corporation, (“Consultant”) (collectively, the “Parties” and individually a “Party”) to provide an online eSignature system and Short Message Service and related support.

Section 1. RESPONSIBILITIES OF CONSULTANT

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

- A. Provide to County up to 100 eSignature limited-use licenses to access and use Consultant's eSignature online system ("System") as listed in Attachment A, Government Price Quotation, incorporated and attached herein.
- B. Provide Short Message Services (SMS) to 1,500 envelopes as listed in Attachment A, Government Price Quotation, incorporated and attached herein.
- C. Provide System support to County's licensed users, as listed in Attachment B, Premiere Support Overview, incorporated and attached herein.
- D. Provide online YouTube® training videos on how to use the System to County's licensed users.

Section 2. RESPONSIBILITIES OF COUNTY

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

- A. Compensate Consultant as prescribed in Sections COMPENSATION and BILLING AND PAYMENT of this agreement.
- B. Shall monitor the outcomes achieved by Consultant.
- C. Assign an Account Administrator to assign licenses and administer the County's use of the System.

Section 3. COMPENSATION

- A. Consultant shall be compensated as listed on the Carahsoft - Government Price Quotation, Attachment A, incorporated and attached herein.
- B. In no event shall the maximum amount payable under this agreement exceed \$150,000.00.
- C. 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.

- D. 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 within five days after full execution of this agreement, and upon County providing to Consultant a fully executed County Purchase Order, an itemized statement or invoice of services rendered.
- B. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.
- C. Should County, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

Section 5. TERM OF AGREEMENT

- A. This agreement shall commence on January 8, 2024, and shall end on January 7, 2027.
- 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 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 County, 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 County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined 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. County may terminate this agreement without cause on sixty days written notice to Consultant.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by the County's Executive Officer, or their designee.
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement in a mutually agreed upon format.
- F. 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 Director of Support Services, or their designee, 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 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 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 County 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 County 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 County employee. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County 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 REQUIREMENTS

A. To the fullest extent permitted by law, Consultant 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 Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, 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. Consultant shall also, at Consultant'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 Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any Subcontractor, or in any capacity. Consultant 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 Consultant'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, Consultant's insurance coverage or lack of coverage, or by the insurance requirements of this agreement. County acknowledgement or approval of Consultant's evidence of insurance coverage required by this agreement does not in any way relieve Consultant 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 Commercial General Liability Insurance, and other coverage necessary to protect 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 effect as the following:

"Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to 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, 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 to this agreement.
- D. 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.
- E. Consultant shall carry Professional Liability (Errors and Omissions) Insurance, applicable to the Consultant's profession and the services/work being performed, with limits of not less than \$2 million per occurrence or claim, \$2 million aggregate.
- F. Without limiting any of the obligations or liabilities of Consultant, Consultant shall carry Cyber and Privacy Liability Insurance, applicable to the services/work being performed, with limits of not less than \$2 million per occurrence, \$2 million aggregate; covering, but not limited to, claims involving security breach, system failure, data recovery, damage to persons and property, business interruption, breach response, regulatory fines and penalties, credit monitoring, cyber extortion, social engineering, infringement of intellectual property, invasion of privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. Such coverage shall apply to property damage resulting from any of the above, and for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Consultant.
- G. 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 coverage is reduced or canceled, or otherwise materially changed, a notice of said 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 County.
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 verification of Consultant meeting insurance 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 may be provided by programs of self-insurance when supported by adequate evidence meeting appropriate 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 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 County, Consultant 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. 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. 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 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.
- 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. Furthermore, where applicable, Consultant represents and warrants all websites created for County, or used by Consultant 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., and comply with section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), Subpart B, 1194.22.
- D. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization in a manner prohibited by law.
- E. 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 14. 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 County. 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 15. COMPLIANCE WITH 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 16. 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 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 17. 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 18. 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 19. NOTICES

- A. Except as provided in Section: Termination of Agreement paragraph (C) of this agreement (oral notice of termination due to insufficient funding), 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: Director of Support Services
 1450 Court St. Ste 348
 Redding, CA 96001
 Phone: (530) 225-5515
 Fax: (530) 225-5345

If to Consultant: Kristina Smith, Contract Director,
 Carahsoft Technology Corporation
 11493 Sunset Hills Rd, Suite 100
 Reston, VA 20190
 Phone: (703) 871-8500
 Fax: (703) 871-8505

- B. Any oral notice authorized by this agreement shall be given to the persons specified in this Section: Notices 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 20. 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 21. 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 22. 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 23. 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 24. 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 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. HIPAA ADDENDUM

Attached to this agreement, and incorporated by reference, is an Addendum that constitutes a Business Associate Agreement as required by the federal Health Insurance Portability and Accountability Act.

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 upon 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. USE OF COUNTY PROPERTY

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

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 (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, County 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.

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

RISK MANAGEMENT APPROVAL

DocuSigned by:
By: Trisha Weber
875BDBTE230D42B...
Trisha C. Weber
Senior Deputy County Counsel

DocuSigned by:
By: Jim Johnson
0DB825FD751A458...
James Johnson
Risk Management Analyst III

INFORMATION TECHNOLOGY APPROVAL

DocuSigned by:
By: Thomas Schreiber
0333A25F1FD4408...
Thomas Schreiber
County Information Officer

Date: 11/20/2023 | 2:34 PM PST

Date: 11/20/2023 | 5:47 AM PST

CONSULTANT

DocuSigned by:
By: Natalie LeMay
085984ACC6C94B8...
Natalie LeMay, SLG Team Lead
Carahsoft Technology Corporation
Tax I.D. # 52-2189693

HIPAA ADDENDUM

DocuSign Business Associate Addendum

Version Date: November 17, 2020

This Business Associate Addendum (“**BAA**”) is effective as of the last date signed below (“**BAA Effective Date**”) and is made part of the agreement between DocuSign, Inc. (“**DocuSign**”) and the customer identified in the signature block below (“**Customer**”) for the use of the applicable DocuSign Services to which Customer has subscribed to in an Order Form with DocuSign (“**Agreement**”). Any term not otherwise defined herein shall have the meaning specified in the Agreement or in HIPAA (as defined below). In the event of any inconsistency or conflict between the Agreement and this BAA, the terms of this BAA shall control with respect to the applicable DocuSign Services.

1. Definitions

“**HIPAA**” means, collectively, the administrative simplification provision of the Health Insurance Portability and Accountability Act enacted by the United States Congress, and its implementing regulations (referred to herein as the “**HIPAA Rules**”), including the Privacy Rule, the Breach Notification Rule, the Security Rule and the Enforcement Rule, as amended from time to time, including by the Health Information Technology for Economic and Clinical Health (HITECH) Act and by the Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other modifications to the HIPAA Rules; Final Rule (commonly referred to as the Omnibus Final Rule).

“**Privacy Rule**” means Subpart E of 45 CFR Part 164.

“**Protected Health Information**” (“**PHI**”) or “**Electronic Protected Health Information**” (“**ePHI**”) has the same meaning as the term “protected health information” or “electronic protected health information,” respectively, in 45 CFR § 160.103; provided that, for purposes of this BAA, such term is limited to protected health information that is received and maintained by DocuSign from or on behalf of Customer via Customer’s DocuSign Account.

“**Security Rule**” means Subpart C of 45 CFR Part 164.

“**Unsuccessful Security Incidents**” means, without limitation, pings and other broadcast attacks on DocuSign’s firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, as long as no such incident results in unauthorized access, acquisition, Use, or Disclosure of PHI.

2. Permitted Uses and Disclosures by DocuSign

2.1 Performance under the Agreement. Subject to the requirements set forth in this BAA, DocuSign may Use and Disclose PHI for, or on behalf of, Customer as specified under the Agreement.

2.2 Required by Law. DocuSign may Use or Disclose PHI as Required by Law.

2.3 Minimum Necessary. DocuSign agrees to make Uses and Disclosures and requests for PHI consistent with the Minimum Necessary policies and procedures required by HIPAA.

2.4 Management, Administration, and Legal Responsibilities. DocuSign may not Use or Disclose PHI in a manner that would violate the Privacy Rule if done by the Customer, except for the Disclosures set forth below.

- (a) DocuSign may Use PHI for the proper management and administration of DocuSign or to carry out the legal responsibilities of DocuSign.
- (b) DocuSign may Disclose PHI for the proper management and administration of DocuSign or to carry out the legal responsibilities of DocuSign, provided the Disclosures are Required by Law, or DocuSign obtains reasonable assurances from the person to whom the information is Disclosed that the information will remain confidential and will be Used or further Disclosed only as Required by Law or for the purposes for which it was Disclosed to the person, and the person notifies DocuSign of any instances of which it is aware in which the confidentiality of the information has been breached.

2.5 De-Identified Data. DocuSign may use PHI to de-identify the information in accordance with 45 CFR 164.514(a)-(c) of the Privacy Rule, retaining any and all ownership claims relating to the de-identified data it creates from Customer's PHI.

2.6 Data Aggregation. DocuSign may provide data aggregation services relating to the health care operations of the Customer.

3. DocuSign's Obligations

3.1 Prohibited Use and Disclosure. DocuSign will not Use or Disclose PHI other than as permitted or required by the Agreement and this BAA, or as otherwise Required by Law.

3.2 Safeguards. DocuSign will use reasonable and appropriate safeguards, including encryption in transit and at rest, and comply with the requirements of the Security Rule with respect to ePHI, to prevent the Use or Disclosure of PHI other than as provided for by the Agreement and this BAA.

3.3 Reporting and Notification

(a) **Reporting.** In the event of a Breach of Unsecured Protected Health Information or Security Incident, DocuSign will, without unreasonable delay, report the following to Customer:

- (i) Any Breach of Unsecured Protected Health Information in accordance with and to the extent required by 45 C.F.R. § 164.410 (Notification by a business associate);
- (ii) Any Security Incidents involving ePHI of which DocuSign becomes aware and in which there is a successful unauthorized access, Use, Disclosure, modification, or destruction of information or interference of the system operations associated with Customer's DocuSign Account in a manner that risks the confidentiality, integrity, or availability of such ePHI; provided, however, that DocuSign will not be obligated to report Unsuccessful Security Incidents and/or Security Incidents caused by Customer or Customer's Authorized Users; and
- (iii) Any Use or Disclosure of Customer's PHI that is not permitted or required by the Agreement and this BAA of which DocuSign becomes aware.

(b) **Notification.** Customer will be solely responsible for determining whether to notify impacted Individuals as well as determining whether the media and/or the Secretary must be notified, and for providing any such notices. As information is collected or otherwise becomes available to DocuSign and unless prohibited by law, DocuSign shall provide information regarding the nature and consequences of the Breach of Unsecured Protected Health Information that are reasonably requested to allow Customer to notify affected Individuals

and/or government agencies. Due to the encryption configuration and security controls associated with the DocuSign Services, DocuSign may not have access to or know the nature of PHI contained within Customer's encrypted eDocuments. As such, the Parties acknowledge that it may not be possible for DocuSign to provide Customer with all relevant information concerning the PHI of Individuals who may have been affected by a Security Incident or Breach of Unsecured Protected Health Information.

3.4 Access, Amendment, and Accounting. DocuSign Services provide functionality to assist Customer insofar as this is possible, to access, amend, or provide an accounting of disclosures of PHI contained in DocuSign Services to respond to requests by an Individual. Should DocuSign receive any such requests directly from an Individual, DocuSign will advise such Individual to submit the Individual's request to Customer and Customer will be responsible for responding to any such request in accordance with 45 CFR § 164.524, 45 CFR § 164.526, and 45 CFR § 164.528 (as applicable) in a manner consistent with the functionality of the applicable DocuSign Services and the terms of the Agreement. To the extent Customer, in its use of the DocuSign Services, is not familiar with functionality that may be used for these purposes, DocuSign will provide Customer with reasonable additional Documentation or customer support to assist the Customer on how to take such actions in a manner consistent with the functionality of DocuSign Services and in accordance with the terms of the Agreement.

3.5 Subcontractors. DocuSign will ensure that any Subcontractors that create, receive, maintain, or transmit Customer's PHI on behalf of DocuSign agree to restrictions, requirements, and conditions that are at least as stringent or the same as those found in this BAA.

3.6 Audit Rights. DocuSign will make its internal practices, records, and books relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining compliance with the HIPAA Rules. Nothing in this section will be deemed to waive any applicable privilege or protection with respect to trade secrets and Confidential Information.

4. Customer's Responsibilities

In addition to any other obligations set forth in this BAA and the Agreement, Customer shall:

- (a) implement and maintain appropriate administrative, physical and technical safeguards as required by the Security Rule;
- (b) obtain any consent or authorization that may be required by HIPAA prior to furnishing PHI to DocuSign and, without limiting Customer's obligations under 4(c) below, abide by, and notify DocuSign of, any changes in, or revocation of, the permission by an Individual to Use or Disclose his or her PHI, to the extent that such changes may affect DocuSign's Use or Disclosure of PHI;
- (c) be responsible for complying with any additional requests, restrictions or limitations relating to PHI that are agreed to by Customer with an Individual, with which Customer is required to abide by under 45 CFR 164.522, and/or that are set forth in any Notice of Privacy Practices prepared by or agreed to by Customer;
- (d) not request or cause DocuSign (either directly or via the DocuSign Account) to Use or Disclose PHI in any manner that would not be permissible under HIPAA if done by a Covered Entity or Business Associate; and
- (e) provide to DocuSign only the minimum PHI necessary for the provision and use of the DocuSign Services and shall not provide PHI to DocuSign outside of its Account (Example: Customer and its Authorized Users will not place PHI in emails and messages to DocuSign's support teams outside of its Account).

5. Term and Termination

5.1 Term. This BAA will commence on the effective date of the Agreement and will continue until the earlier of: (a) termination of this BAA by either Party for breach as set forth in Section 5.2 below; (b) notification to DocuSign by Customer that the DocuSign Account is no longer subject to this BAA, which, for clarification, will not terminate any then-current Order Forms; or (c) expiration or termination of the Agreement.

5.2 Termination for Breach. A material breach of this BAA will be treated as a material breach of the Agreement and, in the event of such breach (subject to the cure provision in the Agreement), the termination provisions of the Agreement will apply.

5.3 Effect of Termination. DocuSign will store and delete Customer's encrypted eDocuments that may contain Customer PHI in accordance with the terms set forth in the Agreement. If and to the extent DocuSign maintains possession of Customer PHI following the expiration or termination of this BAA, DocuSign will, at Customer's request return or destroy such PHI. If it is not feasible to return or destroy PHI in DocuSign's possession, then DocuSign will continue to apply to the protections of this BAA which shall survive termination or expiration of the Agreement and limit any further Use or Disclosure of the PHI to those purposes that make the return or destruction of the PHI infeasible.

6. 42 CFR Part 2 Substance Use Records

If and to the extent that Customer's eDocuments contain PHI that identifies an Individual as having an alcohol or drug use diagnosis or as having received treatment related thereto that is protected under 42 USC §290dd-2 and 42 C.F.R. Part 2 ("**Part 2**"), the following shall apply:

- (a) DocuSign acknowledges and agrees that (i) if deemed a Qualified Service Organization under Part 2, it is fully bound by the Part 2 regulations with respect to such PHI and will Use and Disclose such PHI only as permitted by this BAA; and (ii) should DocuSign receive any requests for access to Customer's PHI by a third party, it will advise such third party to submit its request to Customer and will, if necessary and as permitted by applicable law, cooperate with Customer to resist in any efforts made in judicial proceedings to obtain access to Customer's PHI.
- (b) Customer acknowledges and agrees that it is solely responsible for (i) obtaining all necessary authorizations, consents, and other permissions that may be required under Part 2 in order to maintain, transmit, or otherwise process PHI via its DocuSign Account; and (ii) determining whether any notices or disclosures with respect to its PHI are required under Part 2 and for providing any such notices or disclosures.

7. General

7.1 Mitigation. In the event of a Breach resulting in the unauthorized Use or Disclosure of Unsecured Protected Health Information in violation of this BAA, both Parties will, to the extent practicable under the circumstances, make commercially reasonable efforts to mitigate the harmful effects resulting from such breach.

7.2 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor will anything in this BAA confer, upon any person other than the Parties, and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

7.3 Interpretation. It is the Parties' intent that any ambiguity under this BAA be interpreted in accordance with HIPAA, and the HIPAA Rules, as each is amended from time to time.

7.4 Entire Agreement. This BAA is the final, complete, and exclusive expression of the agreement between the Parties regarding the subject matter hereof, and supersedes and replaces any prior business associate agreement that may have been in effect between the Parties. This BAA may be changed only by a written agreement signed by an authorized agent of both Parties.



DocuSign Government at Carahsoft

carahsoft.

11493 Sunset Hills Road | Suite 100 | Reston, Virginia 20190
 Phone (703) 871-8500 | Fax (703) 871-8505 | Toll Free (888) 662-2724
 www.carahsoft.com | sales@carahsoft.com

TO: Julie Hope
 Principal Admin Analyst
 Shasta County
 1450 Court Street STE 308
 Suite 308
 Shasta, CA USA

FROM: Jennifer Yeater
 DocuSign Government at Carahsoft
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: jhope@co.shasta.ca.us

EMAIL: Jennifer.Yeater@carahsoft.com

PHONE: (530) 524-3842

PHONE: (571) 662-3397 **FAX:** (703) 871-8505

TERMS: Contract Number: 7-17-70-40-05
 NASPO Master Contract Number: AR2472
 Contract Term: 09/15/17 - 09/15/26
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 45 (On Approved Credit)
 Sales Tax May Apply

QUOTE NO: 40833229
QUOTE DATE: 09/13/2023
QUOTE EXPIRES: 12/22/2023
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$142,786.88

TOTAL QUOTE: \$142,786.88

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
1	APT-0391	DocuSign Enterprise Pro for Gov - Seats DocuSign, Inc. - APT-0391 Start Date: 01/08/2024 End Date: 01/07/2027	\$412.1600	COOP 300	\$123,648.00
2	APT-0075	Premier Support 15% of Recurring Fees (15% of List Price per \$100 of List License Fees) DocuSign, Inc. - APT-0075 Start Date: 01/08/2024 End Date: 01/07/2027	\$18,624.3750	COOP 1	\$18,624.38
3	APT-0656	SMS Delivery - US/CAN DocuSign, Inc. - APT-0656 Start Date: 01/08/2024 End Date: 01/07/2027	\$0.3430	COOP 1500	\$514.50
SUBTOTAL:					\$142,786.88
TOTAL PRICE:					\$142,786.88
TOTAL QUOTE:					\$142,786.88



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www.carahsoft.com | sales@carahsoft.com

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
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****Payment for this quote must be made in full and upfront.****

Please reference NASPO contract#7-17-70-40-05 and Carahsoft #40833229 on your Purchase Order.

PLEASE INCLUDE ON PO TO AVOID TAX FEES:

"All Products Purchased under this agreement are available via Electronic Distribution only. No tangible media or documentation will be available or shipped under this agreement. Access to the products purchased under this agreement is in no way dependent upon any tangible media that may have been received prior to, or separately from, this agreement.

To support the California sales and use tax exempt status of electronically downloaded software allowed under California regulation 1502 (F) (1) (D), vendor invoices for all purchases made under this agreement must accurately state that software distribution is solely via electronic download and that no tangible media or documentation will be shipped to or received by our agency."

Product Details

eSignature Seat Allowance: 100
eSignature Envelope Allowance: 30,000

Overage/Usage Fees

SMS Delivery - US/CAN: \$0.53

Terms & Conditions

This Order Form covers the DocuSign Products and Services described herein and is governed by Carahsofts NASPO Contract Terms and Conditions available online at: <https://www.naspo.valuepoint.org/portfolio/cloud-solutions-2016-2026/carahsoft-technology-corporation/>

DocuSign Premier Support

Consultant shall provide to County its Premier level support which shall include, but not be limited to the following:

	FEATURES	INCLUDED
GUIDANCE	DocuSign Support Center Self-service resources to find answers or submit a web case	✓
	Support Community Engage our community of DocuSign customers and experts to ask questions	✓
SUPPORT	System Availability Monitoring 24/7 access to DocuSign Trust Site for real-time system status and notifications	✓
	Online Case Management Submit cases and view the status online	✓
	Target Initial Response Time A 4-hour response time for new cases submitted by Premier customers	4 hours
	Global Emergency Support A 1-hour response time for Severity 1 technical incidents	1 hour
	Sender and Signer Live Chat Support 24/7 support for simple questions on signing, sending and account management	✓
	Live Phone Support Ability to speak to Customer Support 24/7 (English only) to address technical questions, billing inquiries and account support (French, German and Portuguese-speaking agents available during standard Support hours)	✓
	Escalated Support Direct access to a senior technical resource as part of standard escalation process	✓
	Third-Party Software Support Support for DocuSign integrations or pre-built connectors such as Salesforce, Microsoft and Google	✓
DocuSign Sandbox Demo Environment Test your current code up against upcoming releases or add new code to test prior to releasing into production	✓	