

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND
ACE INTERFACE, LLC, LAURA PORTER AND ROB ANDA, MD, MS,
CO-FOUNDERS**

This agreement is entered into between the County of Shasta, a political subdivision of the State of California ("County") and ACE Interface, LLC, Laura Porter and Robert Anda, MD, MS, Co-Founders ("Consultant") for the purpose of providing workshops and trainings regarding effective application of the Adverse Childhood Experience ("ACE") study and to obtain a limited license from ACE Interface to use the training materials, including the ACE Master Trainers Tool Kit.

Section 1. RESPONSIBILITIES OF CONSULTANT.

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

- A. Provide a full-day workshop May 18, 2017 with up to 25 identified participants to (1) develop a three-year Community ACE Prevention Plan and (2) facilitate a discussion about and develop a data dashboard to track health outcomes related to the Community ACE Prevention Plan.
- B. Provide a three-hour key Community Leader Session on May 19, 2017 on the science related to ACEs, Protective Factors and Trauma Informed Care, and facilitate community leaders in a discussion of community strategies to address ACEs and improve related health outcomes.
- C. Provide instruction and facilitation for a two-day ACE Interface Master Trainer Training June 6 and June 7, 2017 for up to 25 identified participants. Training will include, but not be limited to, introduction to materials; PowerPoint presentation (slides with notes); curriculum for training others how to deliver the PowerPoint presentation; materials for exercises described in curriculum; the curriculum framework; frequently asked questions; bibliography/list of reference materials; assessment; and certificate of completion. Materials described above will be part of the Master Trainer Binder provided to County by Consultant.
- D. Assess Master Trainee performance based on participation in the two-day training and notify County of the assessment results.
- E. Provide County with any training materials corrections or updates, should those be produced by ACE Interface as a result of feedback from Master Trainers providing services in Shasta County.
- F. Pursuant to Exhibit A, grant County a limited license to use the Training Materials for three years.
- G. Provide regular and ongoing updates to the Master Trainer Binder throughout the three-year licensing period that will include as appropriate and consistent with new

ACE research, updated slides, new visuals for slides, new slide modules, updated bibliography and any additions to the Frequently Asked Questions.

- H. Provide ongoing technical assistant in the form of a one-hour conference call each time with County for four times in the first year following the ACE Interface training, and then twice per year in the second and third years following the training. Consultant will also provide two webinars, one in first year and one in second year, to review updated materials, new scientific information, and strategies for effective trainings.
- I. Before October 31, 2017 provide a full-day and a half follow up session in Shasta County with the County, to review progress toward implementing the Community ACE Prevention Plan and the data dashboard, assist with overcoming implementation barriers, and assist the County with the planning of a spring 2018 ACEs Forum to review status of the Community ACE Prevention Plan.
- J. As required by Government Code section 7550, each document or report prepared by Consultant for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports. Consultant shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Consultant shall add: "This [document or report] is one of [number] produced under this agreement."

Section 2. RESPONSIBILITIES OF COUNTY.

- A. County shall compensate Consultant as prescribed in sections 3 and 4 of this agreement and shall monitor the outcomes achieved by Consultant.
- B. Secure location and invite participants for scheduled events on May 18 and May 19, 2017.
- C. Select up to 25 participants to become Master Trainers who meet qualifications as mutually agreed by the Parties, which, at a minimum will include: demonstrated ability to train or teach; commitment to completing all training, reading and practice requirements for certification; commitment to actively pursuing certification as a Master Trainer in the first six months after training; and demonstrated ability to effectively reach into a community or audience of strategic importance to County.
- D. Secure location and sponsor the ACE Interface Master Training event scheduled June 6 and June 7, 2017. Sponsorship will include, but is not limited to: providing

trainee contact information to ACE Interface at least two weeks prior to the training event; logistics support for trainees to attend the event; providing a space for the training, including break-out rooms, equipment for using PowerPoint, access to internet, flip charts, and usual meeting supplies; providing support personnel for the event, including but not limited to someone who can ensure that things at the location for the training are running smoothly, people are greeted when they arrive, and any unexpected trainee emergencies can be attended to without stopping the training; and providing meals and refreshments for Master Training participants and support persons.

- E. Monitor completion of reading and practice requirements for ACE Interface Master Trainer certification by identified trainers, as specified in writing by ACE Interface.
- F. Submit to ACE Interface a written report that provides evidence of Master Trainer compliance with quality standards in a form specified in writing by ACE Interface no later than 90 days after the initial Master Trainer training is completed.
- G. Certify ACE Interface Master Trainers and notify ACE Interface of the same.
- H. Monitor and report to ACE Interface at least once every six months regarding the training activities of the Master Trainers including the number of presenters trained, methods for assuring quality of presenter delivery of materials provided by ACE Interface, feedback on presentation materials content received by trainers or presenters, and other matters as mutually agreed to in writing by the Parties.
- I. Notify ACE Interface of any known use of Training Materials as a business strategy or revenue source on the part of Master Trainer(s) or Trainee(s).
- J. Provide information to Certified Master Trainers and their trainees about additional training opportunities offered by ACE Interface.
- K. Investigate any allegation of misrepresentation of factual information behavior on the part of a Certified Master Trainer. Immediately terminate any Certified Master Trainer's use of the Training Materials in the event of a determination by County of any misrepresentation of factual information in the Training Materials and report such termination to ACE Interface.
- L. Refer parties seeking to use the ACE Interface Training Materials in geographic areas outside of Shasta County only to ACE Interface.
- M. Support, monitor, and assure the quality of presentations by presenters who are trained by Certified ACE Interface Master Trainers.
- N. Abide by the requirements of the limited license to use the Training Materials as set forth in Exhibit A.

- O. Secure location and invite participants for a day-long follow-up session in Shasta County to be held on a mutually agreed upon date prior to October 31, 2017.

Section 3. COMPENSATION.

Consultant shall be paid for the following services:

- A. County will pay Consultant \$17,700 for items 1A. And 1B.
- B. County will pay Consultant \$28,000 for items 1C, 1D and 1E.
- C. County will pay to Consultant \$32,000 for items 1F, 1G, and 1H as described above.
- D. County will pay Consultant \$8,500.00 for item 1I.
- E. In accordance with section 4, County shall pay to Consultant a maximum of \$86,200 for all reasonable and necessary costs in accordance with applicable Circulars of the Office of Management and Budget ("OMB") of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement. In no event shall the maximum amount payable under this agreement exceed \$86,200.
- F. 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 Shasta County Health and Human Services Agency (HHSA), Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005, within fifteen days after completion of the services prescribed in section 1, an itemized statement or invoice of services rendered. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.
- B. 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.

This agreement shall commence as of the last date it has been signed by both Parties and shall end June 30, 2020.

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 30 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 Executive Officer, County's HHSA Director or any HHSA Branch Director designated by the HHSA Director.
- 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.
- 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 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 County's HHSA Director, 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.

- A. 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 insure 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.
- B. County shall withhold seven percent of all income paid to Consultant under this agreement for payment and reporting to the California Franchise Tax Board because Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) a partnership with a permanent place of business in California, (3) a corporation qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

Section 10. INDEMNIFICATION.

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.

Section 11. INSURANCE COVERAGE.

- A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, and other insurance necessary to protect the County and the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by County.
- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the County, its elected officials, officers, employees, agents, and volunteers which might arise in connection with this agreement. 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.

- C. Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million.
- E. Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- F. With regard to all insurance coverage required by this agreement:
 - (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
 - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance 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 the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
 - (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds* and provides that coverage *shall not be reduced or canceled without 30 days written prior notice certain to the County*. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
 - (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

“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.”
- (5) Consultant shall provide the County with an endorsement or amendment to Consultant’s policy of insurance as evidence of insurance protection before the effective date of this agreement.
 - (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide, 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.
 - (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide County a certificate of insurance reflecting those limits.
 - (8) Any of Consultant’s Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County.

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 federal, state, and local laws, ordinances, and codes that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization. No funds or compensation received by Consultant under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.

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 insure 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 CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.

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

Section 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 6.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: Branch Director
 HHSA Public Health
 Attn: Contracts Unit
 2650 Breslauer Way
 Redding, CA 96001
 Phone: 530-225-3761
 Fax: 530-225-3743

If to Consultant: ACE Interface, LLC
 231 Christina Ct
 Peachtree City, GA 30269
 Phone: 360-280-5310

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.

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. 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, 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.

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 he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

DAVID A KEHOE, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

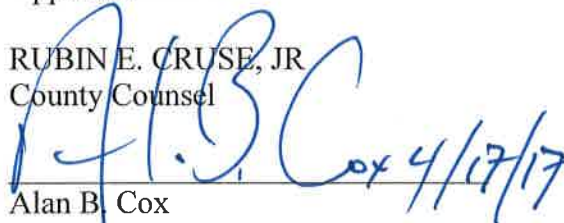
LAWRENCE G. LEES
Clerk of the Board of Supervisors


By: _____
Deputy

Approved as to form:

RISK MANAGEMENT APPROVAL

RUBIN E. CRUSE, JR.
County Counsel


Alan B. Cox
Deputy County Counsel III

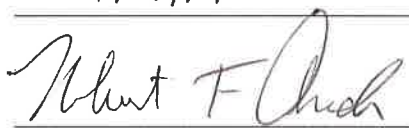

James Johnson
Risk Management Analyst II

CONSULTANT

ACE Interface, LLC

Date: 04/19/17

Date: 04/18/17

By: 
Robert F. Anda, M.D.
Manager/Member

By: 
Laura E. Porter
Member

Tax I.D. No: 46-2078194

EXHIBIT A

LICENSE

(a) GRANT OF LIMITED LICENSE. In accordance with this agreement, ACE Interface grants Shasta County a limited license to use the Training Materials. ACE Interface retains all right, title and interest in the Training Materials.

(b) USE OF LICENSED MATERIALS.

(i) The limited license provided herein permits use of the Training Materials by Shasta County's Master Trainers who have completed training provided by ACE Interface and while they are actively engaged in the process to become certified or after becoming Certified Master Trainers. The limited license provided herein also permits use of the Training Materials by individuals who are trained by Shasta County Certified Master Trainers and become certified presenters of the ACE Interface PowerPoint presentation "*Understanding Adverse Childhood Experiences; Building Self-Healing Communities*" or an equivalent PowerPoint produced by ACE Interface such as "*Spotlight on Adverse Childhood Experiences; Communities Shifting the Future of the Public's Health*" contained in the Training Materials. Shasta County, Master Trainers, and presenters may select portions of Training Materials to be used to promote the training of Master Trainers or in presentations in which the Training Materials are used.

(ii) Unless otherwise agreed in writing by the Parties, Shasta County and Shasta County-hosted Master Trainers and Shasta County-trained presenters may not copy, reproduce, or distribute the Training Materials for purposes other than promotion or educating audiences about the content contained in the Training Materials and directly related information, such as [location of host license] ACE findings from the Behavioral Risk Factor Surveillance System Survey or other high quality survey(s). Shasta County and Shasta County-hosted Master Trainers and presenters may not alter the Training Materials except as specified in the Master Trainer Curriculum Framework provided in the Training Materials and as approved by ACE Interface. Upon written request, ACE Interface may authorize Shasta County to make minor materials alterations within parameters specified by ACE Interface.

(c) LIMITATIONS ON LICENSE.

(i) This grant of license only applies to the following described geographical area: Shasta County. Unless the prior written approval from ACE Interface is obtained, Shasta County is only permitted to use the Training Materials in Shasta County.

(ii) This license only entitles Shasta County to the use of the Training Materials for the training by ACE Interface of up to 25 individuals.

(iii) Unless the prior written approval from ACE Interface is obtained, Shasta County and Shasta County-hosted Master Trainers and Trainees shall not use the Training Materials for commercial purposes or as a fundraising strategy for an organization or an individual. Shasta County shall use its highest and best efforts to ensure that all Shasta County-hosted Master Trainers and Trainees are aware of this requirement. At the time of the training Shasta County will have each Trainer sign a short one paragraph acknowledgment that he or she will not use the materials for payment, commercial purposes, or fundraising.

(d) TERM OF LICENSE.

- (i) ACE Interface grants Shasta County a license to use the materials described in this agreement for a period of three years beginning the date of the completion of the two-day Master Trainers training event.
- (ii) A license renewal can be made available to Shasta County for Shasta County use of Master Training Materials for an additional period at a mutually agreed upon licensing fee, dependent upon a mutual agreement for such license renewal.