

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA
AND SHASTA COUNTY CHEMICAL PEOPLE, INC.**

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, Public Health Branch (“County”) and Shasta County Chemical People, Inc., a California corporation (“Consultant”) (collectively, the “Parties” and individually a “Party”) for the purpose of providing services (as described in Exhibit A, attached and incorporated herein) to reduce prescription drug abuse and fentanyl use among local youth.

Section 1. DEFINITION OF TERMS.

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

Adult Advisers means volunteers, who are 18-years of age or older, that are recruited, screened, trained and overseen by the Consultant. The Adult Advisers will be trained to oversee a Community-Based Site and to provide Project ALERT Curriculum and Youth Development Curriculum.

Community-Based Sites means locations throughout the Shasta County community that are outside of the school system.

Prescription Drug and Fentanyl Misuse Prevention Presentation means an evidence-based, educational presentation aimed at preventing the misuse (illicit use or use outside of the instruction of a physician) of prescription drugs and fentanyl.

Parents means parents of youth participating in Peer Mentoring Educator Program.

Peer Mentoring Educators means high school volunteers that are recruited, screened, trained and overseen by the Consultant. The Peer Mentoring Educators will be trained to mentor middle age youth and to provide Project ALERT Curriculum and Youth Development Curriculum.

Peer Mentoring Educator Program means a 10 to 12-week, evidence-based program for middle grade youth that consists of the Youth Development Curriculum and Project ALERT Curriculum. Sessions are led by Peer Mentoring Educators under the guidance of Adult Advisors.

Project ALERT Curriculum means an evidence-based, pre-made substance abuse prevention curriculum for middle grade youth. The Project ALERT Curriculum was developed by the Rand Corporation and was pre-approved by County.

Youth Development Curriculum means an evidence-based, pre-made curriculum to educate middle grade youth about personal empowerment, school and community engagement, leadership, advocacy and stewardship. The Youth Development Curriculum was developed by Friday Night Live Partnership and was pre-approved by County. This curriculum is also approved by the California Department of Health Care Services.

Section 2. RESPONSIBILITIES OF CONSULTANT.

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

- A. Provide services as prescribed in **Exhibit A**, attached and incorporated herein.
- B. Maintain a current contract with Shasta County Office of Education and Youth Violence Prevention Council of Shasta County dba Youth Options Shasta (collectively, the “Subcontractors”) throughout the term of this agreement, or any amendments hereto, to provide services as prescribed in **Exhibit A**, attached and incorporated herein, as needed. Provide a copy of contract(s) to County, upon request. Ensure Subcontractors comply with Sections 1.C. through 1.F. of this agreement, as applicable.
- C. Perform all recruitment, hiring, training, advertising and outreach activities in conformance with all applicable federal and state statutes, regulations, rules and guidance.
- D. Adhere to County’s Social Media Use Policy 4-301, attached and incorporated herein as **Exhibit B**, when performing services.
- E. Assume responsibility for gaining authorization to enter schools and sites and coordinating all activities.
- F. Ensure and provide written verification thereof to County, that all adult staff and volunteers working or providing services under this agreement receive appropriate clearance following a federal and state criminal records check and a California Department of Motor Vehicles record check.
- G. 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 3. RESPONSIBILITIES OF COUNTY.

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

- A. Compensate consultant as prescribed in Sections 4 and 5 of this agreement and monitor the outcomes achieved by consultant.

- B. Review curriculum, written scripts, as well as any educational or promotional materials provided by the Consultant and provide approval or corrections within 3 business days, pursuant to Exhibit A, attached and incorporated herein.

Section 4. COMPENSATION.

- A. Consultant shall be paid in accordance with Exhibit A as follows:
 - 1) \$68,000 upon completion for the services prescribed in Sections 1.A. and 2.A.;
 - 2) \$25,000 upon completion for the services prescribed in Sections 1.B. and 2.B.;
 - 3) \$20,000 upon completion for the services prescribed in Sections 1.C. and 2.C.;
and
 - 4) \$2,000 upon completion for the services prescribed in Sections 1.D. and 2.D.
- B. 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.
- C. In no event shall the maximum amount payable under this agreement exceed \$115,000.
- D. Consultant’s violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 5. BILLING AND PAYMENT.

- A. No sooner than July 1, 2022, Consultant shall submit to Shasta County Health and Human Services Agency (“HHS”), Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005 within seven days after completion of the services prescribed in Section 2, 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 6. TERM OF AGREEMENT.

This agreement shall commence as of the last date it has been signed by both Parties and shall end December 31, 2022.

Section 7. 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 County's Executive Officer or his/her designee, 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 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. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and the HHSA Director or any HHSA Branch Director designated by the 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 9. 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 10. EMPLOYMENT STATUS OF CONSULTANT.

Consultant and Subcontractors shall, during the entire term of this agreement, be construed to be independent contractors, 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 and Subcontractors perform the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant and Subcontractors 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 and Subcontractors 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 and Subcontractors were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant and Subcontractors shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant and Subcontractors be eligible for any other County benefit. Consultant and Subcontractors must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's and Subcontractor's assigned personnel under the terms and conditions of this agreement.

Section 11. 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 12. 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, including coverage for owned and non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence; 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 *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 per occurrence.
- D. Consultant shall obtain and maintain continuously a policy of Sexual Abuse of Molestation coverage with limits of not less than \$1 million per occurrence or

claim, in the event the Commercial General Liability coverage referenced in 12.A does not provide affirmative coverage.

- 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 *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to County within 24 hours. 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 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 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.
- (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 County.

Section 13. 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 14. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant shall not 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.
- 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 the 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 15. ACCESS TO RECORDS; RECORDS RETENTION.

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or 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 16. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.

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

Section 17. LICENSES AND PERMITS.

Consultant, and Consultant's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by 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.

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

Section 19. CONFLICTS OF INTEREST.

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

Section 20. NOTICES.

A. Except as provided in Section 7.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 Branch
Attn: Contracts Unit
2650 Breslauer Way
Redding, CA 96001
Phone: 530-225-3761
Fax: 530-225-3743

If to Consultant: Executive Director
Shasta County Chemical People, Inc.
P.O. Box 493777
Redding, CA 96049-3777
Phone 530-241-5958
Fax 530-247-0915
Email: drugfreeone@yahoo.com

- 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 his/her designee.

Section 21. AGREEMENT PREPARATION.

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

Section 22. COMPLIANCE WITH POLITICAL REFORM ACT.

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

Section 23. PROPERTY TAXES.

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

Section 24. SEVERABILITY.

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

Section 25. COUNTY'S RIGHT OF SETOFF.

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

Section 26. CONFIDENTIALITY.

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

Section 27. APPLICATION OF OTHER AGREEMENTS.

Consultant and Consultant's officers, agents, employees, and volunteers, and any of Consultant's subcontractors shall comply with all applicable terms and provisions imposed upon any subcontractor of County by the Substance Abuse Prevention and Treatment Block Grant between the County of Shasta and the California Department of Health Care Services, attached to this agreement as **Exhibit C** and incorporated by this reference.

Section 28. 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 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

Date: _____

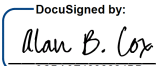
LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

MATTHEW P. PONTES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:
RUBIN E. CRUSE, JR
County Counsel

By:  _____
ALAN B. COX, Deputy County Counsel III

Date: 04/07/2022 | 2:51 PM PDT

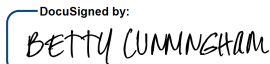
RISK MANAGEMENT APPROVAL

By:  _____
JAMES JOHNSON, Risk Management Analyst III

Date: 04/07/2022 | 3:08 PM PDT

CONSULTANT

Date: 04/08/2022 | 7:54 AM PDT

 _____
BETTY CUNNINGHAM
Executive Director

Tax ID # On File

CONSULTANT'S SCOPE OF WORK

Section 1: Development Phase.

A. Develop a **Peer Mentoring Educator Program ("PMEP")**:

1. Develop a PMEP lesson plan by selecting lessons from the Project ALERT Curriculum and Youth Development Curriculum.
2. Develop PMEP materials, as needed, including, but not limited to:
 - a. Educational handouts; and
 - b. Promotional materials (including printed or virtual ads).
3. Submit PMEP lesson plan and materials to County for written pre-approval prior to use.
4. Recruit and train 3 Adult Advisors for PMEP.
5. Recruit and train 5 Peer Mentoring Educators for PMEP.
6. Ensure each Peer Mentoring Educator's parent or guardian, prior to attending PMEP training(s), completes the *Parent/Guardian Permission for Peer Mentoring Educator Program ("PMEP") Activities*, attached and incorporated herein as **Exhibit D**.
7. Invite middle school youth throughout Shasta County to participate in the PMEP. Sign-up at least 150 middle school youth participants. Each cohort will meet at one of the Community-Based Sites. Each cohort will span a period of 10 to 12-weeks and meet for a minimum duration of 60 minutes per session.
8. Provide and arrange PMEP program facilities at 3 Community-Based Sites or virtually, as needed.

B. Develop **Prescription Drug and Fentanyl Misuse Prevention ("PDFMP") Presentations**:

1. Develop age-appropriate PDFMP Presentations (each 30 to 45 minutes in length) to educate 8th, 9th and 11th grade students about the following topics:
 - a. How prescription drug abuse can impact the body and brain;
 - b. The dangers of fentanyl and addiction;
 - c. Prescription drug misuse and abuse, and
 - d. Refusal and resistance skills.
2. Develop PDFMP materials, as needed, including, but not limited to fact sheets.

EXHIBIT A

3. Submit PDFMP Presentations and materials to County for written pre-approval prior to use.
 4. Schedule a minimum of 25 presentations at schools throughout Shasta County or virtually, as needed, to reach a combined total of approximately 3,000 students (8th, 9th and 11th grade).
- C. Develop a **Parent Engagement Program (“PEP”)**:
1. Identify a pre-made PEP curriculum to educate Parents on the following topics:
 - a. Improving parent and child communications;
 - b. Developing parent and child relationships; and
 - c. Increasing parent knowledge about the dangers of fentanyl and prescription drug abuse.
 2. Develop PEP materials, as needed, including, but not limited to:
 - a. Educational handouts; and
 - b. Promotional materials (including printed or virtual ads).
 3. Submit PEP curriculum and materials to County for written pre-approval prior to use.
 4. Recruit a cohort of at least 50 Parents. Cohort will span a period of 4-weeks and meet for a minimum duration of 30 minutes each week.
 5. Provide and arrange program facility(ies) for PEP meetings in Shasta County or virtually, as needed.
- D. Develop parameters for a middle or high school poster contest about preventing prescription drug abuse.
1. Submit parameters to County for pre-approval prior to poster contest implementation.
 2. Recruit at least 5 middle or high schools throughout Shasta County to participate in contest.
 3. Arrange to display winning posters virtually and at schools participating in the contest.

Section 2. Implementation.

- A. Upon completion of Section 1.A. (recruitment of middle school youth may be ongoing), conduct PMP at 3 Community-Based Sites or virtually, as needed, for a target audience of at least 150 middle school youth.

EXHIBIT A

- B. Upon completion of Section 1.B, conduct a minimum of 25 PDFMP Presentations at schools within Shasta County or virtually, as needed, to reach a combined total of approximately 3,000 students (8th, 9th and 11th grade).
- C. Upon completion of Section 1.C, conduct PEP at a location in Shasta County or virtually, as needed, for a target audience of at least 50 Parents. Cohort will span a period of 4-weeks and meet for a minimum duration of 30 minutes each week.
- D. Upon completion of Section 1.D, conduct poster contest, as approved by County. Sign-up at least 5 middle or high schools to participate in the contest.
- E. Ensure poster contest winner(s)'s parent or guardian, prior to displaying the winning poster(s), completes an *Artwork and/or Advertisement Authorization and Release*, attached and incorporated herein as **Exhibit E**. Display winning posters virtually and/or at schools participating in this contest.

Section 3. Evaluation and Progress Checks.

- A. Participate in monthly check-in meetings with County, with time and place determined by County.
- B. Upon completion of each PMP, provide de-identified documentation (one document for each Community-Based Site, include the training date, duration, topic, number of participants, percentage of sessions each participant attended and whether training was completed virtually or in-person) in writing to County.
- C. Provide training logs (include position title, training date, duration, and topic) for each Adult Advisor and Peer Mentoring Educator in writing to County after PMP is completed.
- D. Upon completion of each PDFMP Presentation, provide de-identified documentation (include the training date, school, number of participants and grade of participants) in writing to County.
- E. Upon completion of the PEP, provide de-identified documentation (include the training date, duration, topic, number of participants, and whether training was completed virtually or in-person) in writing to County.
- F. Upon completion of the poster contest, provide de-identified documentation (include the number of participating schools and number of posters submitted per school) in writing to County.

EXHIBIT B

| | | |
|------------------------------|------------------------|------------------|
| COUNTY OF SHASTA | | Number |
| ADMINISTRATIVE MANUAL | | 4-301 |
| SECTION: | Information Technology | Social Media Use |
| INITIAL ISSUE DATE: | December 11, 2012 | |
| LATEST REVISION DATE: | December 15, 2020 | |
| PAGE NO: | Page 1 of 9 | |

PURPOSE

The County of Shasta has a business need to augment traditional communication methods with the use of social media channels. The use of social media presents opportunity and risk to the County and individual County departments. In general, the County endorses the secure use of social media technology to enhance communication and information exchange to further County and department missions and goals.

APPLICABILITY

This policy applies to all County of Shasta employees and approved volunteers, consultants, service providers and contractors performing business on behalf of a department.

Section 4 of this Policy also applies to members of the public that post on County social media sites.

POLICY AND PROCEDURES

Section 1. County Social Media Technology Use

A. Definitions:

1. "Social media" means content created by individuals, using accessible, expandable, and upgradable publishing technologies, through and on the internet. Examples of social media include, but are not limited to, Facebook, Twitter, Blogs, RSS, YouTube, LinkedIn, Delicious, and Flickr.
2. "Posts" or "postings" mean information, articles, pictures, videos, or any other form of content published on a County social media site. These terms also include comments or the use of digital icons that express reactions to communications made.

3. “County social media sites” means social media sites which the County establishes and maintains, and over which it has control over all postings, except for advertisements or hyperlinks by the social media site’s owners, vendors, or partners.
- B. Compliance with laws generally:
1. In addition to all County policies and procedures, County departments shall use social media technology only as governed by this policy.
 2. The department’s use of Social Media shall comply with all applicable federal, state, and county laws, regulations, and policies including, but not limited to, copyright, records retention, California Public Records Act (“PRA”) (Government Code §§6250 et seq.), First Amendment, privacy laws, employment-related laws, and County-established policies.
- C. The County’s official website at www.co.shasta.ca.us (or any domain owned by the County) will remain the County’s primary means of internet communication.
1. County social media usage shall support the information found on County department websites.
 2. County social media sites shall supplement, and not replace, the County’s required notices and standard methods of communication.
- D. Content posted to social media sites shall contain links directing users back to the primary County websites for in-depth information, forms, related documents, or on-line services designed to facilitate business with the County.
- E. The Department of Information Technology will maintain a list of approved social media sites which may be reviewed and amended from time to time.

Section 2. Department Management Requirements

- A. The department’s decision to use social media shall be a risk-based business decision. In conducting an assessment of when to use social media, the department head shall be able to articulate a strong business case that considers:

EXHIBIT B

1. The need for the department to communicate to the public efficiently, often, and effectively.
 2. The department's mission and goals;
 3. The reputational risks and benefits to the County;
 4. The technical requirements and impacts on County systems;
 5. Employee productivity;
 6. Cost to implement, maintain, and monitor the social media; and
 7. The potential for misuse of the social media either by the public or employees through the exposure or leakage of sensitive or protected information.
- B. The department head must receive approval from the County Executive Officer (CEO) or his or her designee(s) prior to using social media. The department head will submit to the CEO a summary of the business case which includes the items described in Section 2.A. of this Policy.
- C. Each department may only utilize established social media sites and formats which appear on the County's list of approved social media sites as stated in Section 1(E) of this Policy.
- D. Each department must comply with the County's contracts policies and procedures before accepting any site's terms and conditions of use.
- E. Any County social media site (which includes any website funded and/or managed by the County or a county collaborative effort) must comply with this Policy.
- F. Each department shall maintain a list of all social media sites utilized by the department. The list should include the date of the site was established and, if applicable, the date the site was terminated.
- G. The department head, or his or her designee, is responsible for monitoring on a regular basis each of the social media sites maintained by their department for compliance with this Policy.
- H. Should a social media site be out of compliance with this Policy, the department head shall take immediate steps to correct the non-compliance or shut down the social media site. Any incidents of non-compliance shall be reported to the CEO.
- I. Department heads are responsible for determining who is authorized to use social media on behalf of the Department, and for designating appropriate access levels.

- J. Department heads shall provide authorized users a copy of this Policy and have the user sign a copy of the current policy to acknowledge his or her understanding and acceptance via wet signature or e-signature. The copy shall be kept in the user's personnel file with the department.
- K. The department head, or his or her designee, is responsible for the creation, administration, and deactivation of social media accounts.

Section 3. Technical and Content Requirements

- A. If there is a government option available through the social media host, the department shall choose this option when setting up the social media site.
- B. Each site shall conform to the following requirements:
 - 1. Be identified as sponsored by the County.
 - 2. Contain a link to the County's Legal Disclaimer (found at www.co.shasta.ca.us).
 - 3. Contain contact information for the County program.
 - 4. Comply with the provisions of the Americans with Disabilities Act.
 - 5. Comply with section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), Subpart B, 1194.22.
 - 6. Conform to the Web Content Accessibility Guidelines found at www.w3.org.
 - 7. Comply with all applicable federal, state, and county laws, regulations, and policies including, but not limited to, copyright, records retention, California Public Records Act (PRA), First Amendment, privacy laws, employment-related laws, and County-established policies.
 - 8. Will not contain postings in support of, or opposition to, political campaigns, candidates, or ballot measures.
 - 9. Will not contain information that may tend to compromise the safety or security of the public or public systems.
 - 10. Will not contain content that violates a legal ownership interest of any other party.
- C. Because proper representation of the County is important in the use of social media, employees shall follow the following guidelines in developing, maintaining, and monitoring social media and county websites:
 - 1. All County social media sites shall utilize authorized County contact information for account set-up, monitoring and access. The use of personal email accounts or phone numbers by any County employee is

not allowed for the purpose of setting-up, monitoring, or accessing a County social media site.

2. All employees posting information to a social media site in their role with the County of Shasta and as part of their designated job responsibilities shall identify themselves in an appropriate manner as a County representative.
3. Employees will not disclose confidential or proprietary information.
4. Employees shall post or publish correction of errors or inaccurate information within 24 hours of notification or discovery of incorrect or inaccurate information and shall report errors or violations of this Policy to the department head immediately.
5. Employees shall ensure that the County has full permission or rights to any content posted by the County, including for example logo's, brandnames, photographs, and videos.

Section 4. Social Media Comments Policy

- A. The purpose of Shasta County's official social media platforms is to provide information of public interest to the county's residents, business community, visitors and other members of the general public. The County allows persons to engage their local government through social media by submitting comments and questions regarding the posted topics and by sharing the county's information with others. Shasta County's Social Media Comments Policy provides people who choose to communicate with the county via its official social media platforms with guidelines for engagement. Shasta County assumes no liability for any inaccuracies County social media sites may contain and does not guarantee that County social media sites will be uninterrupted, permanent, or error-free.
- B. The posts expressed on the County social media sites by members of the public do not reflect the opinions and position of Shasta County government or its officers and employees.
- C. Communications made through County social media sites in no way constitute a legal or official notice or comment to the County of Shasta (for example, a post or comment that asks for public records will not be considered a public records request). To make official comments about a specific County project or program, persons are to contact the appropriate department.
- D. Privacy Policy and Disclaimer

EXHIBIT B

1. Any individual accessing, browsing and using a County Social Media site accepts without limitation or qualification, the County's Social Media Comments Policy. These terms and conditions apply only to the County social media sites. The County of Shasta maintains the right to modify the County's Social Media Comments Policy without notice. Any modification is effective immediately upon posting the modification on the Shasta County Social Media Comments Policy page unless otherwise stated. Continued use of a County social media site following the posting of any modification signifies acceptance of such modification.
2. All users of a County Social Media site are also subject to the site's own Privacy Policy. The County of Shasta has no control over a third party site's privacy policy or their modifications to it. The County of Shasta also has no control over content, commercial advertisements or other postings produced by the Social Media site that appear on County Social Media sites as part of the site's environment.
3. Users should be aware that all content on County social media sites may be subject to disclosure, inspection, or copying under the Public Records Act, unless an exemption in law exists.

E. Comment Removal

1. Shasta County considers its social media sites to be moderated online discussion sites. As a result, the county reserves the right to remove posts that contain:
 - a. Illegal Conduct or encouragement of illegal activity
 - b. Content that promotes, fosters or perpetuates discrimination or harassment against protected classes
 - c. Content that violates a legal ownership interest of any other party, such as copyright or trademark infringement
 - d. Information that may tend to compromise the safety or security of the public or public systems.
 - e. Profane language or content
 - f. Political statements, including comments that endorse or oppose political candidates or ballot propositions
 - g. Obscene or Sexual content
 - h. Solicitations of commerce or advertisements promoting products or services
 - i. Spam or comments that include links to external online sites
 - j. Content that is clearly unrelated to the posted topics

k. Confidential or non-public information

2. Violators of this policy may have their posts removed from the county social media sites. Continued or egregious violations of this policy may prompt the county to further restrict an individual's commenting on county social media sites. All posts and comments to County Social Media sites will be regularly reviewed. Staff will endeavor to be consistent in their treatment of comment material and will not discriminate based on a user's viewpoint. Staff should consult with County Counsel prior to removing posts or imposing restrictions under this section.
3. Shasta County further reserves the right to establish social media sites that limit the ability to post only to County employees or County affiliates and to not permit public comment.

F. Links and Embedded Content

1. The County of Shasta may select links to other Social Media sites and outside websites that offer helpful resources for users as provided in the County's Hypertext Links Use Policy. Once an individual links to another page or site, the County's policies no longer apply and a person become subject to the policies of that page or site.
2. The County 's Social Media sites are intended specifically to share information about County programs, events and services and to promote the social and economic welfare of Shasta County. The County of Shasta is not responsible for the content that appears on these outside links and provides these links as a convenience only. Users should be aware that these external pages and sites and the information found on those pages and sites are not controlled by, provided by or endorsed by the County of Shasta. The County reserves the right to delete links posted by outside individuals that violate the County's Social Media Comments Policy at any time without notice.
3. It is not necessary to get advance permission to link to County Social Media sites; however, entities and individuals linking to County Social Media sites should not in any way suggest that the County of Shasta has any relationship or affiliation with that organization or that the County endorses, sponsors or recommends the information, products or services of that site.
4. It is not necessary to get advance permission to embed County Social Media site content; however, entities and individuals embedding content must not present County of Shasta content as their own or otherwise misrepresent

any of the County's Social Media site content. Furthermore, they shall not misinform users about the origin or ownership of County Social Media site content. Embedded content from County Social Media sites should not in any way suggest that the County of Shasta has any relationship or affiliation with that organization or that the County endorses, sponsors or recommends the information, products or services of that site.

G. Copyright Policy

1. All information and materials generated by the County of Shasta and provided on County Social Media sites are the property of the County of Shasta. The County retains copyright on all text, graphic images and other content that was produced by the County of Shasta and found on the page. Persons may print copies of information and material for their own non-commercial use, provided that they retain the copyright symbol or other such proprietary notice intact on any copyrighted materials they copy. A credit line shall be included reading: "credit: County of Shasta Facebook (or Twitter or YouTube) Page" or "Courtesy of County of Shasta."
2. Commercial use of text, County logos, photos and other graphics is prohibited without the express written permission of the County of Shasta. Use of the County logo is prohibited for any non-governmental purpose. Any person reproducing or redistributing a third party copyright must adhere to the terms and conditions of the third party copyright holder. If a person is a copyright holder and believes that the County of Shasta did not use an appropriate credit line, the person is to notify the County Executive Officer with detailed information about the circumstances, so that the copyright information can be added or the material in question can be removed.

H. Posting of the County Social Media Comments Policy

1. The County's Social Media Comments Policy shall be posted prominently on the County's main webpage.
2. All County social media sites that permit public comment shall prominently display a link to the County Social Media Comments Policy, and a link to the County's Legal Disclaimer (found at www.co.shasta.ca.us), and to the extent space is available, also include the following language.

Comment Policy:

The County of Shasta welcomes your comments. The purpose of this discussion is to present information relevant to the stated purpose of this site, regarding matters of public interest in the County of Shasta. We encourage you to submit your comments, but please note this is a moderated online discussion site.

Please note that the comments expressed on this site do not necessarily reflect the opinions or positions of the County its officers, agents, affiliates, or employees. If you have any questions concerning the operation of this online moderated discussion site, please contact us at scinfo@co.shasta.ca.us.

By posting anything to this site, you agree to follow the published guidelines as outlined in the County's Social Media Comments Policy found [here](#)

If you have any questions or concerns about the County's Social Media Comments Policy or its implementation, please contact scinfo@co.shasta.ca.us.

[RESPONSIBLE DEPARTMENTS](#)

Information Technology County Counsel
County Administrative Office

[REFERENCES](#)

BOS Policy Resolution No. 2012-08--12/11/12 BOS Policy Resolution No. _____.

Parent/Guardian Permission for Peer Mentoring Educator Program (“PMEP”) Activities

I/we, the undersigned parent(s)/guardian of _____, a minor, give permission for my child to attend and participate in PMEP trainings and activities associated with Shasta County Chemical People, Inc., Shasta County Office of Education (“SCOE”), Youth Violence Prevention Council of Shasta County (dba “Youth Options Shasta”), and Shasta County acting through its Health and Human Services Agency (“County”). My signature signifies that I am the parent or legal guardian of the above-named child, and that I give permission for my child to participate in PMEP trainings and activities. I/We do hereby waive, absolve, indemnify and agree to hold harmless Shasta County Chemical People, Inc., SCOE, Youth Options Shasta, County, and all participants and persons attending PMEP trainings and activities.

Parent/Guardian Print Name

Parent/Guardian Signature

Date

ARTWORK AND/OR ADVERTISEMENT AUTHORIZATION AND RELEASE

In consideration of being permitted to participate in _____ [event] (the "Activity"). I, _____ [printed name of participant] give to the County of Shasta acting through its Health and Human Services Agency and its employees, officers, elected officials, agents, legal representatives, licensees, and assignees (collectively, the "County") the following authorization and release.

- I give County the unrestricted right and permission to copyright and use, re-use, publish, and republish artwork and/or advertisements created by me, intact or in part, or reproduction hereof in color or otherwise, made through any and all media now or hereafter known for illustration, promotion, advertising, or any other purpose whatsoever.
- I hereby release, discharge and agree to save harmless County and all persons functioning under its permission or authority from any liability by virtue of any blurring, distortion, or use in composite form whether intentional or otherwise, that may occur or be produced in the usage of such logo and/or advertisements or in any subsequent processing thereof, as well as any publication thereof, including without limitation, any claims for libel or invasion of privacy.
- I hereby relinquish any right that I may have to examine or approve the completed product or products or the materials that may be used in conjunction therewith or the use to which it may be applied.
- I waive any claim for invasion of my privacy related to the publication, reproduction, or broadcast of the products or materials.

I hereby affirm that I have read this authorization and release, prior to its execution, and that I fully understand the contents thereof. This agreement is binding upon me and my heirs, legal representatives and assigns.

| | |
|-----------------------------------|------------------------------------|
| _____ Signature of Participant | _____ Date Authorization Signed |
| _____ Address | _____ City, State and Zip |
| _____ Name of Witness (print) | _____ Signature of Witness |

This section to be completed and signed if Child (under 18) participates in an event.

I am the parent or legal guardian of _____ (Print "Child" Name). I have read and understand the authorization and release. In consideration of allowing my Child to participate in the Activity, I agree to this authorization and release and agree that it shall bind me, Child, and our heirs, administrators, executors, and assigns.

| | |
|---|--|
| _____ Date | |
| _____ Signature of Parent/Legal Guardian | _____ Printed Name of Parent/Legal Guardian |
| _____ Address | _____ City, State and Zip |
| _____ Signature of Witness | _____ Printed Name of Witness |