

[APPROVED STANDARD FORMAT]

PERSONAL SERVICES AGREEMENT

[See Policy 6-101, section 5.17, for instructions for use of this form.]

**PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND  
[KEYBOARD <1>]**

This agreement is entered into between the County of Shasta, through its [DEPARTMENT AND DIVISION (if applicable)], a political subdivision of the State of California [KEYBOARD <2>] (“County”) and [KEYBOARD <3>] (“Consultant”) (collectively, the “Parties” and individually a “Party”) for the purpose of [KEYBOARD <4>].

[KEYBOARD <5>]

**Section 1. RESPONSIBILITIES OF CONSULTANT:**

Pursuant to the terms and conditions of this agreement, Consultant shall [KEYBOARD <64>]

*[If the scope of work includes preparation of a document or written report and the total cost of the work is more than \$5,000, mark the preceding description of the Consultant’s services as paragraph A and add the following paragraph; otherwise delete:]*

[“B.- 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:**

Pursuant to the terms and conditions of this agreement, County shall [KEYBOARD <6>]:

A. Compensate Consultant as prescribed in Sections {3} and {4} of this agreement [KEYBOARD <7>] and shall monitor the outcomes achieved by Consultant.

**Section 3. COMPENSATION:**

A. Consultant shall be paid [KEYBOARD <8>] for the services described in this agreement.

- 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. [If applicable to this agreement add:][In accordance with the budget as prescribed in Section ~~4~~<sup>2</sup>, County shall pay to Consultant a maximum of \$(DOLLAR AMOUNT) for all reasonable and necessary costs in accordance with applicable Circulars ~~of~~ 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 \$(DOLLAR AMOUNT).]
- D. Consultant’s violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

*[If applicable, add the following and edit:]*

[Prorated payment. If the term begins (or ends) on other than the first (or last) day of the calendar month, the payment for the partial month shall be prorated on a per diem basis based upon the number of days of access/services during the month.]

[If there is no financial consideration from/to either Party add: -There will be no exchange and/or receipt of payment from either Party to the other Party pursuant to this agreement. The consideration for performance of this agreement is the performance of the rights, duties, and obligations set forth in this agreement.]

**Section 4. BILLING AND PAYMENT**

- A. Consultant shall submit to [KEYBOARD <9>] within five days after completion of the services prescribed in Section 1, an itemized statement or invoice of services rendered. ~~-[KEYBOARD <10>]~~ County shall make payment within 30 days of receipt of Consultant’s correct and approved statement or invoice.
- B. [If applicable to this agreement add:][Compensation under this agreement shall be reduced by applicable contractor revenues. The term “applicable contractor revenues” refers to those receipts or reductions in expenditures or costs which operate to offset or reduce expense or cost items that are allocable to Consultant’s compensation under this agreement (such as but not limited to: purchase discounts, rebates or allowances, insurance refunds and adjustments or overpayment, or other erroneous charges). To the extent that applicable contractor revenues, accruing or received by Consultant relate to allowable costs, they shall be credited to County either as a reduction, or a cash refund, as appropriate.]
- C. Should County, or the state or federal government, disallow any amount claimed by 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 [all] Parties and shall end [KEYBOARD <11>].

*[If the agreement term is longer than one year, or crosses County fiscal years, delete the above sentence and substitute:]*

[“The initial term of this agreement shall be for one year [or specify shorter period] beginning [date or “as of the last date it has been signed by both [all] Parties”] and ending [date]. The term of this agreement may be extended by County for one [or two] additional one-year term [terms] [*or*] shall be automatically renewed for one [or two] additional one-year term [terms] at the end of the initial term], under the same terms and conditions [if compensation increases after the first year, insert here, “except as provided in Section 3],<sup>22</sup>,”] unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County’s Board of Supervisors appropriates funds for this agreement in County’s budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.”] or [“The base term of this agreement shall be [period], beginning [date] and ending [date], provided that County may exercise one [or two] -one-year option[s] to renew after the base term, under the same terms and conditions [describe exceptions] by notifying Consultant of such exercise, in writing, before the end of the term.”]

*[If this is a revenue agreement and crosses County fiscal years, include the following:]*

[“Notwithstanding the foregoing, County shall not be obligated for providing its responsibilities hereunder for any future County fiscal year unless or until County’s Board of Supervisors appropriates funds for the County’s responsibilities in this agreement in the County’s budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for the County’s responsibilities in this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.”]

**Section 6. TERMINATION OF AGREEMENT.**

A. If Consultant materially fails to perform Consultant’s responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely

and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this Section.

- B. County may terminate this agreement without cause on <KEYBOARD 12> 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 [KEYBOARD <13>].
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement in a mutually agreed upon format.
- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

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

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and [KEYBOARD <14>], 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**

*[If Consultant is determined pursuant to section 5.5 of Policy 6-101 to be an independent contractor, insert the following:]*

- 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 ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a County employee. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

*[If Consultant does **not** qualify as an independent contractor for tax purposes per section 5.5, use the following instead of the foregoing:]*

- A. Consultant shall, during the entire term of this agreement, be construed to be an independent contractor. Nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Consultant performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall not be eligible for coverage under County's

workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit. Notwithstanding Consultant's status as an independent contractor, County shall withhold from payments made to Consultant such sums as are required to be withheld from employees by the Federal Internal Revenue Code, the Federal Insurance Compensation Act, the State Personal Income Tax Law, and the State Unemployment Insurance Code; provided, however, that said withholding is for the purpose of avoiding County's liability under said laws and does not abrogate Consultant's status as an independent contractor as described in this agreement.

*[If Consultant is an out-of-state independent contractor, add:]*

- 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**

~~A.~~ A. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Consultant shall also, at Consultant's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any Subcontractor, or in any capacity. Consultant shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Consultant's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

*[For any contract where a design professional, as that term is defined in Civil Code Section 2782.8, is being contracted with, add the following paragraph:]*

B. For professional services provided under this agreement [or contract], Consultant shall indemnify, defend, and hold harmless County, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damage, and costs, including reasonable attorneys' fees, arising out of or resulting from the negligent performance of the professional services provided under this agreement [or contract]. Consultant shall also, at Consultant's own expense, defend the County against any suit or action brought against County founded upon any claim, action or proceeding which is based upon the work or the provision of services undertaken pursuant to this agreement. Furthermore, the duty of Consultant includes the duty of defense, inclusive of that set forth in the California Civil Code Section 2778, and is subject to any limits provided for in Civil Code Section 2782.8. The words "professional services" shall be interpreted as defined in Civil Code section 2782.8, as it may be amended from time to time. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law.-

C. This [or These if section B is applicable] indemnification provision[(s) if section B is applicable] is [are] independent of, and shall not in any way be limited by, Consultant's insurance coverage or lack of coverage, or by the insurance requirements of this agreement. County acknowledgement or approval of Consultant's evidence of insurance coverage required by this agreement does not in any way relieve Consultant from its obligations under this Section.

[KEYBOARD <15>]

**Section 11. INSURANCE REQUIREMENTS COVERAGE.**

~~A.~~ Without limiting Consultant's duties of defense and indemnification:

A. ~~Consultant and any subcontractor shall carry 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 \$2 ~~liability of not less than \$1~~ million per occurrence or claim. Such coverage shall; ~~such insurance shall be primary as to any other insurance maintained by County.~~~~

1. Be equivalent to the current Insurance Services Office (ISO) form CG 00 01, assuring coverage for products and completed operations, property damage, bodily injury, and personal and advertising injury.
2. Include an endorsement, or an amendment to the policy of insurance, naming Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds; the additional insureds coverage shall be equal to the

current ISO forms CG 20 10 for on-going operations, and CG 20 37 for completed operations.

3. Apply separately to this project and location(s); in the event of a general aggregate limit, the general aggregate limit shall be twice the required per occurrence limit.

4. Contain, or be endorsed to contain, a “separation of insureds” clause which shall read:

\_\_\_\_\_ “Separation of Insureds.

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

a. \_\_\_\_\_ As if each Named Insured were the only Named Insured; and

b. \_\_\_\_\_ Separately to each suit insured against whom a claim is made or suit is brought.”

B. \_\_\_\_\_ B. \_\_\_\_\_ Consultant and any subcontractor shall carry Automobile Liability Insurance covering any auto, unless Consultant has no owned autos then covering at minimum hired and non-owned autos, with limits of \$1 million per occurrence or claim. Such coverage shall:

1. Include, or be endorsed to contain, Additional Insured coverage in favor of Shasta County, its elected officials, officers, employees, agents, and volunteers.

2. Include, or be endorsed to contain, coverage for hazardous waste transportation, when appropriate to the work being performed.

C. \_\_\_\_\_ Consultant and any subcontractor shall ~~carry statutorily obtain and maintain continuously~~ required Workers' Compensation Insurance, and Employer's Liability Insurance with limits of \$1 million per occurrence or claim, to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s) employees, ~~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.

[KEYBOARD <16>]

DE. [For agreements with ~~state-licensed~~ architects, engineers, ~~surveyors~~, consultants, counselors, attorneys, accountants, information technology professionals, ~~technical and professional instructors~~, clinics, ~~clinicians~~, medical providers, and other “professionals” ~~providing services requiring professional knowledgwho are licensed by the State of California to practice a profession~~, add:] Consultant shall ~~carry Professional Liability (obtain and maintain continuously a policy of Errors and Omissions) Insurance, applicable to the Consultant’s profession and the services/work being performed, coverage~~ with limits of ~~liability of~~ not less than ~~\$21~~ million per occurrence ~~or claim~~, ~~\$2 million aggregate~~.

D. [For agreements involving services and contact with minors, add:] Consultant shall ~~carry coverage for Sexual Abuse or Molestation with limits of \$2 million per occurrence or claim, \$2 million aggregate.~~

~~D~~ C. [For agreements for pest control; weed abatement; environmental testing; well monitoring; asbestos removal or testing; fueling; transfer station operation; or the collection, transportation, or disposal of toxic, hazardous, or infectious waste, add:] Consultant shall ~~carryobtain and maintain continuously a policy of Consultant’s Pollution Liability, Environmental Impairment Liability, or Hazardous Waste Liability~~ Insurance ~~applicable to the Consultant’s profession and the services/work being performed~~, with limits ~~of liability~~ of not less than ~~\$21~~ million per occurrence ~~or claim~~, ~~\$2 million aggregate~~.

DC. [For agreements for aircraft/airport operations, add:] Consultant shall ~~carrymaintain continuously~~ a policy of Hangarkeepers’ Liability Insurance, with limits of no less than \$1 million per occurrence and \$2 million aggregate.

~~[For fixed base operations, flight schools, flying clubs or fueling or refueling operations at airports, add:]~~ Consultant shall ~~carry maintain continuously a policy of~~ Comprehensive Airport Liability Insurance, ~~applicable to the operations being performed, including coverage for products and completed operations, for~~ bodily injury (including death), ~~and~~ property damage (including County property), ~~and personal and advertising injury~~, owned and non-owned aircraft coverage, ~~with limits of not less than \$2\$1 million per occurrence, and \$3 million aggregate.~~

DE. [For agreements with the County when the agreement is for the provision ~~of third-party data processing~~ services in which County data is held ~~or processed~~ at a non-County facility ~~or location~~, and/or the vendor ~~has access to, or is processing~~, County data, add:] Without limiting any of the obligations or liabilities of Consultant, Consultant shall carry ~~and maintain~~ Cyber ~~and Privacy~~ Liability Insurance, ~~applicable to the services/work being performed, insurancee~~ with limits of not less than ~~\$2 million per occurrence, \$2 million aggregate; covering, but not limited to, claims involving security breach, system failure, data recovery, damage to persons~~

~~and property, business interruption, breach response, regulatory fines and penalties, credit monitoring, cyber extortion, social engineering, infringement of intellectual property, invasion of~~ ~~1,000,000 for each occurrence and an annual aggregate of \$2,000,000 covering claims involving~~ privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. Such coverage shall apply to property damage resulting from ~~is required only if~~ any of the above products and for damage to, alteration of, loss of, /or destruction of electronic data and/or services related to information “property” of the technology (including hardware and/or software) are provided to County and for claims involving any professional services for which Consultant is engaged with or providing to County in the care, custody, or control of the Consultant. for as long as respective, applicable statute(s) of limitation or response are in effect relating to the specific purposes of this Agreement to cover any and all claims.

[C. or D.] Consultant shall ~~assure~~require subcontractors ~~meet all to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance requirements have been obtained and are maintained similar to that required~~ of Consultant ~~pursuant to this agreement.~~

[D. or E.] With regard to all insurance coverage required by this agreement:

(1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the Shasta County Risk Manager prior to the effective date of this agreement; policy shall provide, or be endorsed to provide, that any self-insured retention or deductible may be satisfied by either the named insured or County, and must also provide that defense costs satisfy the self-insured retention or deductible. Any and all deductibles and self-insured retentions shall be the sole responsibility of Consultant or subcontractor who procured such coverage, and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Consultant to fund the self-insured retention or deductible. .

(2) If any insurance coverage required hereunder is provided on a “claims made” rather than “occurrence” form, Consultant or subcontractor shall maintain such ~~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) ~~In the event 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, or otherwise materially changed, a notice of said reduction or cancellation or change shall be provided to County within 24 hours.

~~(4) Consultant hereby grants to Shasta County, its elected officials, officers, employees, agents, and volunteers, a waiver of any right to subrogation or recovery which any insurer of said Consultant may acquire against County by virtue of the payment of any loss under such coverage, and agrees to obtain any endorsement that may be necessary to affect this waiver; this provision applies regardless of whether or not County has received such a waiver or endorsement.~~

~~(5) Any available insurance proceeds in excess of the specified minimum limits and insurance coverage pursuant to the terms of this agreement shall be applicable to County. 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.~~

~~1. (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:~~

~~(6) Before 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) the effective date of this agreement, Consultant shall provide County with certificates an endorsement or amendment to Consultant's policy of insurance, and all amendatory endorsements or policy amendments, as evidence of meeting insurance coverage required protection before the effective date of this agreement; for purposes of verification of Consultant meeting:~~

~~(6) The insurance requirements of this agreement, County reserves the right to require any policies, declarations, endorsements, and other documentation.~~

~~(7) Coverage -coverage required herein shall be in effect at all times during the term of this agreement, and may be provided by programs of self-insurance~~

when supported by adequate evidence meeting appropriate self-insurance and regulatory compliance. Insurance is to be placed with insurers authorized to transact business in California, with a current A.M. Best's rating of not less than A:VII, unless otherwise authorized by County.

~~(8)~~ In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

~~(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)9)~~ ~~For any claims related to this agreement, Any of Consultant's Excess Insurance shall contain a provision that such coverage shall be also apply on a primary and non-contributory. Any coverage maintained by Shasta County, its elected officials, officers, employees, agents, and volunteers, shall be excess of the Consultant's coverage and shall not contribute with it. basis for the benefit of County.~~

~~(10)~~ ~~Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Shasta County, its elected officials, officers, employees, agents, or volunteers.~~

## **Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.**

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

## **Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.**

- A. Consultant shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Consultant shall not unlawfully discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto. Furthermore, where applicable, Consultant represents and warrants all websites created for County, or used by Consultant to provide services pursuant to this agreement shall comply with the Americans with Disabilities Act of 1990 and shall specifically conform to the Web Content Accessibility Guidelines found at [www.w3.org.7.](http://www.w3.org.7.), and comply with section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), Subpart B, 1194.22.
- D. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization in a manner prohibited by law.
- E. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

**Section 14. ACCESS TO RECORDS; RECORDS RETENTION.**

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after County makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Consultant shall maintain appropriate records to ensure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies

charged with the administration of programs related to the work or services to be provided pursuant to this agreement.

- C. Consultant agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or County audit directly related to the provisions of this agreement. Consultant agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that County may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Consultant.

**Section 15. COMPLIANCE WITH 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~~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: [KEYBOARD <17>]

If to Consultant: [KEYBOARD <18>]

- 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.
- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of the County as provided for in this agreement may be executed and/or exercised by the County Executive Officer or their designee.

**Section 20. AGREEMENT PREPARATION**

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

**Section 21. COMPLIANCE WITH POLITICAL REFORM ACT**

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

**Section 22. PROPERTY TAXES**

Consultant represents and warrants that Consultant, on the date of execution of this agreement, (1) has paid all property taxes for which Consultant is obligated to pay, or (2) is current in payments due under any approved property tax payment arrangement. Consultant shall make timely payment of all property taxes at all times during the term of this agreement. *[This section should not be used in agreements with the State of California, the federal government, or an entity that is otherwise exempt from property taxes and assessments.]*

**Section 23. SEVERABILITY**

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of

any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

**Section 24. COUNTY'S RIGHT OF SETOFF *[This section can be deleted in revenue agreements.]***

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.

[KEYBOARD <19>]

*[Insert and number any of the following paragraphs which apply and give each a section number, then renumber the subsequent numbers:]*

**[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.]

**[CONFIDENTIALITY OF PATIENT INFORMATION]**

All information and records obtained in the course of providing services under this agreement shall be confidential, and Consultant and all of Consultant's employees, volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of patient information (including, but not limited to, section 5328 of the Welfare and Institutions Code; Civil Code section 56.10; the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). All applicable regulations and statutes relating to patients' rights shall be adhered to. This provision shall survive the termination, expiration, or cancellation of this agreement. ~~-[Mental Health agreements.]~~

**[CONFIDENTIALITY OF CLIENT INFORMATION]**

Consultant shall comply with, and require all of Consultant's employees, volunteers, agents, and officers to comply with, the provisions of section 10850 of the Welfare and Institutions Code, and of Division 19 of the California Department of Social Services Manual of Policies and Procedures. This provision shall survive the termination, expiration, or cancellation of this agreement to which the State Department of Social Services regulations apply.]

**[HIPAA ADDENDUM]**

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

**[SCOPE AND OWNERSHIP OF WORK-**

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

**[USE OF COUNTY PROPERTY-**

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

**[APPLICATION OF OTHER AGREEMENTS**

-Consultant and Consultant's officers, agents, employees, and volunteers, and any of Consultant's subcontractors shall comply with all terms and provisions imposed upon any subcontractor of County by the [Insert Name of Agreement] between the County of Shasta and [Insert Name of contracting party], attached to this agreement as Exhibit \_\_\_ and incorporated by this reference.]

**[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]\****

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[\* The signature page should be all on one page. -Thus, if the last page of the agreement before the signature page has more than eight lines at the bottom of the page, add this and then insert a page break.]

**[FOR WET SIGNATURES USE THIS SIGNATURE PAGE]**

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

**COUNTY OF SHASTA**

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

\_\_\_\_\_  
[KEYBOARD <20>], CHAIRMAN  
Board of Supervisors  
County of Shasta  
State of California

*[If the Chairman will sign the agreement, add:]*

ATTEST:

[KEYBOARD <21>]PATRICK J. MINTURN  
Acting Clerk of the Board of Supervisors

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

*[If the Chairman will sign the agreement, or if County Counsel or Risk Manager review is required by Administrative Policy 6-101, add:]*

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

RISK MANAGEMENT APPROVAL

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

\_\_\_\_\_  
By: \_\_\_\_\_ [KEYBOARD  
<23>]  
[<KEYBOARD <22>]

~~By:~~

**CONSULTANT**

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

By: \_\_\_\_\_  
<KEYBOARD <24>] 21>] \_\_\_\_\_  
<KEYBOARD <25>]  
Tax I.D.#: [KEYBOARD <2622>]

**[FOR ELECTRONIC SIGNATURES USE THIS SIGNATURE PAGE]**

**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: \_\_\_\_\_  
\_\_\_\_\_  
[KEYBOARD <20>], CHAIRMAN  
Board of Supervisors  
County of Shasta  
State of California

**ATTEST:**  
[KEYBOARD <21>]  
Clerk of the Board of Supervisors

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

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

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**RISK MANAGEMENT APPROVAL**

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**INFORMATION TECHNOLOGY APPROVAL**

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**CONSULTANT**

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Tax I.D.#: [ \_\_\_\_\_ ]