

**AGREEMENT BETWEEN SHASTA COUNTY IN-HOME SUPPORTIVE SERVICES
PUBLIC AUTHORITY
AND
LIEBERT CASSIDY WHITMORE, A PROFESSIONAL CORPORATION**

This agreement is entered into between Shasta County In-Home Supportive Services Public Authority ("IHSS PA"), and Liebert Cassidy Whitmore, A Professional Corporation ("Consultant"), a California Corporation, (collectively, the "Parties" and individually a "Party"), for the provision of labor relations and contract negotiator services.

Section 1. RESPONSIBILITIES OF CONSULTANT.

Pursuant to the terms and conditions of this agreement, Consultant shall act as Chief Labor Negotiator and employee-relations advisor at the direction of IHSS PA. The Consultant shall perform the following duties as requested by IHSS PA:

- A. Meet and confer ("Meeting") in good faith for and on behalf of IHSS PA, as the Chief Labor Negotiator, in association with senior management from the Health and Human Services Agency (HHSA) and subject matter experts from the IHSS program and IHSS PA at such times and places to be mutually agreed upon by Consultant and IHSS PA.
- B. Meet with IHSS PA management and the IHSS PA Governing Body ("Governing Body") to discuss labor negotiations and to obtain documents necessary for research and preparation of bargaining positions at such times and places to be mutually agreed upon by Consultant and IHSS PA management.
- C. Provide IHSS PA with unit-specific data sheets and forms for obtaining needed input from IHSS PA managers for labor negotiations.
- D. Meet with IHSS PA management and Governing Body to discuss employee-relations goals and priorities, and draw up alternatives for consideration by IHSS PA.
- E. Hold study sessions with IHSS PA Governing Body to discuss goals, priorities, preferences, and receive general guidance for labor negotiations.
- F. Develop a provisional calendar of events related to the labor negotiation and employee-relations process.
- G. Brief IHSS PA negotiating team members on the labor negotiation process and expectations arising therefrom.
- H. Develop IHSS PA labor negotiation proposals and ground rules; discuss these proposals with affected IHSS PA management and receive direction from Governing Body.
- I. Conduct training sessions for IHSS PA managers and advise on interpretation and administration of the Memorandum of Understanding between the Shasta County In-

Home Supportive Services – Public Authority and the California United Homecare Workers AFSCME/SEIU Local 4034 2011-2013 (“MOU”).

- J. During any periods of labor negotiations or during any meet and confer process:
1. Conduct periodic briefings for IHSS PA management and Governing Body on the issues in the labor negotiations with the employee bargaining unit, and provide reports and advice to and receive direction from IHSS PA as needed; and
 2. Analyze employee bargaining unit proposals, interests, data, and the like, and prepare responses and counter-proposals or alternative solutions as necessary.
- K. Represent IHSS PA as labor negotiator in any labor negotiation impasse procedures as directed by IHSS PA.
- L. Consult as to administrative hearings, and arbitrations involving interpretation of the current MOU and disciplinary matters, as requested by the County Counsel.
- M. Prepare the Final MOU between the employee bargaining unit and IHSS PA, for presentation to the employee bargaining unit and IHSS PA for ratification.
- N. Prepare an annotated version of any new, signed MOU for use by IHSS PA management throughout the term thereof.
- O. Provide unlimited telephone consultation on matters involving human resources, employee relations, and labor negotiations and bargaining related issues.

P. Additional Services.

Consultant shall also undertake additional specific duties, as assigned by the Director of HHSA or his/her designee acting in his/her capacity as the Director of the IHSS PA, which are within Consultant's expertise, and which Consultant and the Director of HHSA or his/her designee acting in his/her capacity as the Director of the IHSS PA mutually agree in writing. If Consultant and the Director of HHSA or his/her designee acting in his/her capacity as the Director of the IHSS PA are unable to mutually agree in writing upon a specific duty or duties Consultant shall undertake pursuant to this provision, then Consultant is not obligated under this agreement to undertake the additional specific duty or duties.

- Q. Consultant understands that County Counsel is the legally empowered legal representative of the IHSS PA and its officers and employees. To the extent this agreement involves the provision of legal advice and representation, Consultant shall coordinate with County Counsel in providing such legal advice and representation.
- R. As required by Government Code section 7550, each document or report prepared by Consultant for or under the direction of IHSS PA pursuant to this agreement shall contain the numbers and dollar amount of this agreement and all subcontracts under this agreement relating to the preparation of the document or written report. If multiple documents or written reports are prepared pursuant to this 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."

S. Record Keeping/Reporting.

1. Consultant shall maintain, in the State of California, and in a form acceptable to IHSS PA: (i) all books, records, documents, and other evidence pertaining to the costs and expenses incurred by Consultant pursuant to this agreement; and (ii) records concerning the services provided pursuant to this agreement, including, but not limited to, a log of the dates and hours spent providing the services prescribed in Section 1.A of this agreement (collectively, the "Agreement Records"). All Agreement Records shall be open for audit and review by IHSS PA, and by state and federal agencies, including the California Department of Social Services. Agreement Records shall be kept for a period of at least five years after termination, expiration, or cancellation of this agreement, or until all audits for compliance with the terms, conditions, and specifications of this agreement are completed, whichever is later. This provision shall survive the termination, expiration, or cancellation of this agreement.
2. Consultant shall provide all information pertaining to this agreement necessary for reports required by IHSS PA, and by the state or federal government. Consultant shall fully cooperate with IHSS PA in providing any information and/or records needed by any government entity concerning this agreement.

Section 2. RESPONSIBILITIES OF IHSS PA.

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

- A. Provide Consultant with access to relevant fiscal and personnel information requested by Consultant that is necessary for Consultant to perform Consultant's services under this agreement.
- B. Provide labor negotiation team members to represent IHSS PA's interests during labor negotiations.
- C. Provide facilities for meetings necessitated by Consultant's representation of IHSS PA under this agreement.
- D. Compensate Consultant as prescribed in sections 3 and 4 of this agreement; and
- E. Monitor the outcomes achieved by Consultant.

Section 3. COMPENSATION.

- A. Services rendered by the Consultant as specified in Section 1 of this agreement shall be billed in quarter-hour increments and be paid as follows:
 - (1) A "Partner" of the Consultant shall be paid at the Partner Rate of \$325 per hour;
 - (2) A "Special Counsel" of the Consultant shall be paid at the Special Counsel Rate of \$285 per hour;

- (3) An "Associate" of the Consultant shall be paid at the Associate Rate of \$190-265 per hour;
 - (4) A "Labor Relations" or "HR Consultant" of the Consultant shall be paid at the Labor Relations and HR Consultant Rate of \$195 per hour; and
 - (5) A "Paralegal" of the Consultant shall be paid at the Paralegal Rate of \$120 per hour.
- B. Consultant's travel expenses shall be paid as follows:
- (1) Travel costs shall be paid at \$325 per hour for Partner;
 - (2) Travel costs shall be paid at \$285 per hour for Special Counsel;
 - (3) Travel costs shall be paid at \$190-\$265 per hour for Associate;
 - (4) Travel costs shall be paid at \$195 per hour for Labor Relations and HR Consultant; and
 - (5) Travel costs shall be paid at \$120 per hour for Paralegal.
- C. Consultant shall not be reimbursed for overnight travel charges including, but not limited to:
- (1) Alcoholic beverages;
 - (2) Laundry;
 - (3) Sundry;
 - (4) In-room movies; and
 - (5) Expenses for family members.
- D. The maximum rate of reimbursement to Consultant for overnight travel is \$160 per night.
- E. In no case whatsoever shall the maximum amount payable to Consultant for providing the services specified in Section 1 of this agreement, and the travel expenses incurred pursuant to this agreement, exceed \$130,000.
- F. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement. This provision shall not be construed to limit any other remedies available to IHSS PA for Consultant's violation or breach of agreement.

Section 4. BILLING AND PAYMENT.

- A. Consultant shall submit to Health and Human Services Agency (HHS) Business and Support Services, Attn: Accounts Payable-IHSS PA, P.O. Box 496005, Redding, CA 96049-6005, by the 20th day of each month, an itemized invoice for services rendered to IHSS PA for services rendered the preceding month, plus any travel costs approximately chargeable to IHSS PA for the previous month. IHSS PA shall pay Consultant within 30 days of receipt of a complete, correct, and approved statement or invoice.

- B. Each invoice shall include copies of receipts for reimbursement of allowable travel costs or expenses.
- C. 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 Shasta County ("County") either as a reduction, or a cash refund, as appropriate.
- D. Should IHSS PA, or the state or federal government, disallow any amount claimed by Consultant, Consultant shall reimburse IHSS PA, or the state or federal government, as directed by IHSS PA, or the state or federal government, for such disallowed cost.

Section 5. TERM OF AGREEMENT.

This agreement shall commence July 1, 2017 and shall end June 30, 2020. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Consultant in writing of such non-appropriation at the earliest possible date.

Section 6. TERMINATION OF AGREEMENT.

- A. If Consultant materially fails to perform Consultant's responsibilities under this agreement to the satisfaction of IHSS PA, 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 IHSS PA shall have the right to terminate this agreement effective immediately upon the IHSS PA giving written notice thereof to Consultant. If termination for cause is given by IHSS PA to Consultant and it is later determined by IHSS PA 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 of this Section 6.
- B. County may terminate this agreement without cause on 30 days written notice to Consultant. County shall pay Consultant for all work satisfactorily completed as of the date of the notice. Consultant may terminate this agreement upon the written consent of County or for good cause.
- C. IHSS PA may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.

- D. IHSS PA or Consultant may terminate this agreement immediately upon oral notice should IHSS PA or Consultant not be able to comply with the obligations of this agreement due to any material cause which is beyond the reasonable control of IHSS PA or Consultant, including, but not limited to: fire, explosion, lightning, power surges or outages, strikes or labor disputes, acts of God, civil disturbances, acts of civil or military authorities, acts of terrorism, fuel or energy shortages, acts and/or omissions by third party communications carriers, or any other cause beyond IHSS PA's or Consultant's control.
- E. IHSS PA's right to terminate this agreement may be exercised by the Governing Body of the IHSS PA or by Director of HHSA, or his/her designee, acting in his/her capacity as the Director of the IHSS PA.
- F. Should this agreement be terminated, Consultant shall promptly provide to IHSS PA any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- G. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

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

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments that do not result in a substantial or functional change to the original intent of this agreement, as well as amendments that increase any of Consultant's rates may be agreed to in writing between Consultant and the HHSA Director, or his/her designee, acting in his/her capacity as the Director of the IHSS PA, provided that:
 - (1) the increase in any single rate shall not exceed 10 percent over the original rate during the entire term of this agreement; and
 - (2) the rate increase shall not cause an increase to the maximum amount payable under this agreement, and
 - (3) 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 IHSS PA. The waiver by IHSS PA of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

Section 9. EMPLOYMENT STATUS OF CONSULTANT.

Consultant shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow IHSS PA 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 IHSS PA is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Consultant were a IHSS PA employee. IHSS PA shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under IHSS PA's workers' compensation insurance plan nor shall Consultant be eligible for any other IHSS PA benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

Section 10. INDEMNIFICATION.

Consultant shall defend, indemnify and hold harmless IHSS PA, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses, audit exceptions (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by IHSS PA, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the negligent acts, willful acts, or errors or omissions of Consultant or any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity related to the work or the provision of services undertaken pursuant to this agreement, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of IHSS PA. Consultant shall also defend and indemnify IHSS PA 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 IHSS PA with respect to Consultant's "independent contractor" status that would establish a liability on IHSS PA for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 11. INSURANCE COVERAGE.

- A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the IHSS PA and the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by IHSS PA.
- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's(s') employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the IHSS PA, 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 \$5 million.
- D. Consultant shall require subcontractors to furnish satisfactory proof to IHSS PA 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.
- 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 County Risk Manager prior to the effective date of this agreement.
 - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.

- (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds* and provides that coverage *shall not be reduced or canceled without 30 days written prior notice certain to the IHSS PA*. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
- (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:
- "Separation of Insureds.
- Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:
- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each suit insured against whom a claim is made or suit is brought."
- (5) Consultant shall provide the IHSS PA with an endorsement or amendment to Consultant's policy of insurance as evidence of insurance protection before the effective date of this agreement.
- (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, IHSS PA 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 IHSS PA a certificate of insurance reflecting those limits.
- F. The Parties understand and agree that IHSS PA is self-insured with respect to its automobile and general liability exposures and shall remain self-insured throughout the term of this agreement.

Section 12. SUBCONTRACTORS.

Consultant shall not subcontract any services to be provided under this agreement without the prior written consent of IHSS PA. Any subcontract entered into by Consultant in

contravention of this provision without the prior written consent of IHSS PA shall be void. Consultant and subcontractor who enter into a subcontract without such consent and approval waive any right to compensation for services provided pursuant to the void subcontract. Consultant and subcontractor shall defend, hold harmless, and indemnify IHSS PA, its elected officials, officers, volunteers, and employees, against all claims, actions, costs, counsel fees, expenses, damages, judgments, or decrees by reason of any claim made by a subcontractor to enforce any provisions of a subcontract entered into without the prior consent of IHSS PA.

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 IHSS PA, Consultant shall give prompt and timely notice thereof to IHSS PA. 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. Consultant recognizes the mandatory standards and policies relating to energy efficiency in the state energy conservation plan (Title 24 of the California Code of Regulations).
- C. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

Section 14. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. 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 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. In addition, Consultant shall comply with the conditions of **Attachment A**, Assurance of Compliance with IHSS PA Nondiscrimination in State and Federally Assisted Programs, attached and incorporated herein.
- 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. 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. IHSS PA, 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 IHSS PA. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after IHSS PA 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 IHSS PA during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by IHSS PA, 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 IHSS PA audit directly related to the provisions of this agreement. Consultant agrees to repay IHSS PA the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Consultant agrees that IHSS PA 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 IHSS PA 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 IHSS PA. 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 IHSS PA.

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 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 IHSS PA: Governing Board Chairman
 IHSS Public Authority
 1450 Court Street, Suite 308B
 Redding, CA 96001-1673
 Phone: 530.225.5557
 Fax: 530.225.5189

And

Branch Director
HHSA Business and Support Services
Attn: Contracts
P.O. Box 496005
Redding, CA 96049-6005
Phone: 530-245-6860
Fax: 530-225-5555

If to Consultant: J. Scott Tiedemann, President
 Liebert Cassidy Whitmore, A Professional Corporation
 6033 West Century Blvd., Suite 500
 Los Angeles, CA 90045
 Phone: 310.981.2000
 Fax: 310.981.2001

- 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.

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 IHSS PA'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 IHSS PA decision which may affect Consultant's financial interests. If required by the IHSS PA'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. CONFIDENTIALITY.

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

Section 26. SCOPE AND OWNERSHIP OF WORK.

All research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the IHSS PA and be delivered to the IHSS PA upon completion of its authorized use pursuant to this agreement. IHSS PA 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 IHSS PA without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this

agreement, Consultant shall retain all of Consultant's rights in Consultant's own proprietary information, including, without limitation, Consultant's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during the performance of this agreement and Consultant shall not be restricted in any way with respect thereto.

Section 27. IHSS PA STATUS.

IHSS PA is an independent legal entity, separate and apart from the County of Shasta. The IHSS PA has no power to bind the County of Shasta to any contractual or legal obligations, nor may the obligees of the IHSS PA seek recourse against the County of Shasta for any financial or legal obligations of the IHSS PA.

Section 28. USE OF IHSS PA PROPERTY.

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, IHSS PA 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.

IHSS PA

Date: _____

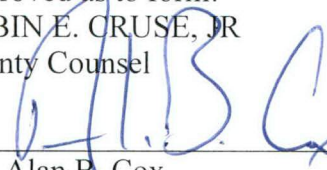
David A. Kehoe, Chairman
IHSS Public Authority Governing Board
County of Shasta
State of California

ATTEST:

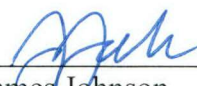
LAWRENCE G. LEES
Clerk of the IHSS Public Authority Governing Board

By: _____
Deputy

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


By:  6/16/17
Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By:  06/16/17
James Johnson
Risk Management Analyst

Date:  6/5/17

CONSULTANT



J. Scott Tiedemann
Managing Partner

Tax I.D.#: _____ On File



**ASSURANCE OF COMPLIANCE WITH IHSS PA NONDISCRIMINATION
IN STATE AND FEDERALLY ASSISTED PROGRAMS**

Agreement to provide labor relations/contract negotiator service.

Liebert Cassidy Whitmore, A Professional Corporation

HEREBY AGREES to comply with Titles VI and VII of the federal Civil Rights Act of 1964, as amended; Section 504 of the federal Rehabilitation Act of 1973, as amended; the federal Age Discrimination Act of 1975, as amended; the federal Food Stamp Act of 1977 as amended, and in particular section 272.6 thereof; Title II of the federal Americans with Disabilities Act of 1990, as amended; the Unruh Civil Rights Act, California Civil Code, section 51, as amended; California Government Code, sections 11135 - 11139.5, as amended; California Government Code, section 12940, as amended; Chapter 7, of Division 5, or Title 1 of the California Government Code, commencing with section 4450, as amended; Title 22, California Code of Regulations, sections 98000 – 98413; Title 24, California Code of Regulations, section 3105; the Dymally-Alatorre Bilingual Services Act (California Government Code, sections 7290 – 7299.8), as amended; section 1808 of the Interethnic Adoption Provisions of the Small Business Job Protection Act of 1996, as amended; and all other applicable federal and state laws, as well as their implementing regulations (including title 45 of the Code of Federal Regulations (CFR) Parts 80, 84, and 91; 7 CFR, Part 15; and 28 CFR, Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall, because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, sexual orientation, marital status, religion, religious creed or political belief, be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under, any program or activity receiving federal or state financial assistance; and HEREBY GIVES ASSURANCE to immediately take any measures necessary to effectuate this Assurance of Compliance.

THIS ASSURANCE OF COMPLIANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and CONSULTANT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of Chapter 21-100 of the California Department of Social Services (CDSS) Manual of Policies and Procedures will be prohibited.

BY GIVING THIS ASSURANCE OF COMPLIANCE, Consultant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the aforementioned laws, rules, and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books, and accounts as needed to ascertain compliance. If there are any violations of this Assurance of Compliance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with California Welfare and Institutions Code section 10605, or California Government Code sections 11135 – 11139.5, as amended, or any other laws or regulations, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this Assurance of Compliance.

THIS ASSURANCE OF COMPLIANCE is binding on Consultant as long as Consultant is receiving federal or state funding pursuant to the agreement to which this Assurance of Compliance is attached.