

PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND THE UNITED WAY OF NORTHERN CALIFORNIA

This agreement is entered into between the County of Shasta, a political subdivision of the State of California, through its Health and Human Services Agency ("County"), and United Way of Northern California, a California corporation ("Contractor"), (collectively, the "Parties" and individually a "Party"), for the provision of 2-1-1 Shasta Information and Referral services in Shasta County ("2-1-1 Shasta").

Section 1. DEFINITIONS.

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

- A. **2-1-1** means the resource and referral call center serving Shasta County residents providing information for basic human needs of food, clothing, shelter, utility, physical/mental health services, employment support, financial assistance, crisis hotlines, support groups and youth services.
- B. **AIRS** means the professional association, Alliance of Information and Referral Systems, of community Information and Referral (I&R) providers, primarily in the United States and Canada.
- C. **AIRS Standards for Professional Information & Referral and Quality Indicators ("AIRS Standards")** means the 8.0 version or any updated versions that occur during the term of this Agreement.
- D. **Resource Database** means a computerized body of information about community resources that can be accessed in a variety of ways including alphabetically by organization name, by type of service provided, by target population served, by geographical area served, and by other filters. The resource database supports the Information and Referral process but also serves as an inventory of human services for the community.
- E. **Diabetes/Prediabetes Project** means activities performed specific to the activities listed under **Attachment A (Diabetes/Prediabetes Project Scope of Work)**, attached and incorporated herein.

Section 2. RESPONSIBILITIES OF CONTRACTOR

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

- A. Provide for twenty-four hour, seven day a week (24/7), I&R services for 2-1-1 Shasta in accordance with AIRS Standards for information and referral services by AIRS for Shasta County residents.
- B. Update and maintain a Resource Database that meets the AIRS Taxonomy and resource database standards in accordance with AIRS Standards and provide written referral database reports in Microsoft Excel® format, on a quarterly basis, by the 15th day of each September, December, March, and June for the preceding calendar quarter.

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- C. Enhance, update, and maintain the 2-1-1 Shasta website, which:
- (1) Is compatible with the database required in Section 2.B. of this agreement;
 - (2) Conforms to the Web Content Accessibility Guidelines found at www.w3.org;
 - (3) Is in compliance with section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794D0) Subpart B, 1194.22.
 - (4) Contains a link to the County's Legal Disclaimer (found at www.co.shasta.ca.us).
 - (5) Complies with all applicable federal, state, and county laws, regulations, and policies including, but not limited to, copyright, records retention, California Public Records Act, United States Constitution First Amendment, privacy laws, employment related laws, and County Established Policies including Administrative Policies 4-301 Social Media Policy, and 4-302 Hypertext Links Use.
- D. Provide enhanced information referral services for specific designated programs or services, separate from the Diabetes/Prediabetes Project listed in Section 2.J through 2.P., for 2-1-1 Shasta, as mutually agreed upon by both Parties as approved in advance, in writing by the Health and Human Services (HHSA) Director or his/her designee. If enhanced information referral services cannot be mutually agreed to, County will maintain the final decision.
- E. Provide for the acceptance of long distance assisted calls received from outside Shasta County by Shasta County residents, interpreter services calls and disability aid services calls (teletype).
- F. Promote 2-1-1 Shasta and actively develop grant applications and provide at least four fund raising events per year to support 2-1-1 Shasta operations. Provide the County with written agendas or flyers for United Way of Northern California facilitated events which provide enough information to verify a segment of the event is dedicated for seeking additional funding for 2-1-1 services.
- G. Upon request of the County Office of Emergency Services and/or other County designees, coordinate the inclusion and updating of Disaster Response Services information available through 2-1-1 Shasta as needed on an ongoing basis.
- H. Provide to County a written sustainability update for maintaining and providing 2-1-1 Shasta Information and Referral Services in Shasta County on an annual basis and received by the County no later than March 31st of each year.
- I. Provide a written quarterly progress report detailing the status of responsibilities set forth in Section 2.A. through 2.G. The report will be provided in Microsoft Excel format as pre-approved by County. The report shall include a statistical summary and narrative report regarding items listed in Section 2.A. through 2.G. The report shall be submitted to the County HHSA Regional Services Director, or his/her designee, by the 15th day of each September, December, March, and June for the preceding calendar quarter.

- J. Provide services for the Diabetes/Prediabetes Project as listed in Attachment A. Services to be performed by Contractor pursuant to Attachment A. shall be completed by September 30, 2018.

Section 3. RESPONSIBILITIES OF COUNTY

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

- A. Submit application or financial support for 2-1-1 Shasta services that are limited to County or governmental applicants only and seek to develop mechanisms to pass through awarded 2-1-1 appropriate funding to Contractor.
- B. Monitor Contractor's performance to assure compliance with the terms, conditions, and specifications of agreement.
- C. Reimburse Contractor as prescribed in Sections 4 and 5 of this agreement and monitor the outcomes achieved by Contractor.
- D. Adhere to all of County's responsibilities as set forth in **Attachment A.**

Section 4. COMPENSATION.

- A. County shall compensate Contractor for the following services during the term of this agreement:
 - (1) Basic Shasta County service calls for 2-1-1 Shasta received by Contractor, from their third-party contracted provider, at the monthly flat rate of \$1,980 per month. When 2-1-1 Shasta calls reach an average of 300 calls per month in a reporting quarter, the monthly flat rate will be \$2,375 per month for the quarter following the performance report provided pursuant to Section 2.A of this agreement.
 - (2) Website design, updates and maintenance in accordance with Section 2.B and 2.C. of this agreement in an amount not to exceed \$3,300 per contract year (September 1 through August 31).
 - (3) Pre-approved enhanced information and referral service projects provided pursuant to Section 2.D. of this agreement in an amount not to exceed \$5,000 per contract year
 - (4) Long distance and interpreter 2-1-1 calls pursuant to Section 2.E. of this agreement at the monthly flat rate \$75 per month in an amount not to exceed \$900 per contract year.
 - (5) Fundraising events provided pursuant to Section 2.F. of this agreement, will be reimbursed \$200 per event, not to exceed \$2,000 per contract year.
 - (6) Coordinated emergency 2-1-1 calls provided pursuant to Section 2.G. of this agreement to be billed at a flat rate of \$500 per coordinated event call in an amount not to exceed \$2,500 per contract year.
 - (7) Written sustainability update provided pursuant to Section 2.H. of this agreement in an amount not to exceed \$150 per contract year.

- (8) Quarterly contract progress reports provided pursuant to Section 2.I. of this agreement at the rate of \$135 per quarter in an amount not to exceed \$540 per contract year.
- (9) Quarterly database reports provided pursuant to Section 2.B. of this agreement at the rate of \$150.00 per quarter in an amount not to exceed \$600.00 per Shasta County contract year.
- (10) Maximum compensation shall not exceed \$38,000 per contract year payable under Section 2.A. through 2.I.
- B. For services set forth in **Attachment A**, County will compensate Contractor in accordance with budget as prescribed in **Attachment B**, Budget, attached and incorporated herein. In no event shall compensation for work completed in **Attachment A** exceed \$37,634 for the entire term of this agreement.
- C. In no event, shall the maximum compensation payable under this agreement, including services pursuant to **Attachment A**, exceed \$151,634.

Section 5. BILLING AND PAYMENT.

- A. Contractor shall submit to County HHSA Business and Support Services, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005 monthly by the 30th day of each month for services rendered the preceding month, a billhead or invoice regularly used in the conduct of business of the Contractor, accompanied by a call center invoice and other supporting documentation. County shall make payment within 30 days of receipt of Contractor's correct and approved billhead or invoice.
- B. 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 Contractor'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 Contractor 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 Contractor, Contractor shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

Section 6. TERM OF AGREEMENT.

- A. This agreement shall commence on date of signing and shall end August 31, 2020.
- B. Notwithstanding the foregoing, County shall not be obligated for payments hereunder for any future County fiscal year unless or until County's Board of Supervisors appropriates funds for this agreement in County's budget for that County fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last County fiscal year for which funds for this agreement were

appropriated. For the purposes of this agreement, the County fiscal year commences on July 1 and ends on June 30 of the following year. County shall notify Contractor in writing of such non-appropriation at the earliest possible date.

Section 7. TERMINATION OF AGREEMENT.

- A. If Contractor materially fails to perform Contractor's responsibilities under this agreement to the satisfaction of County, or if Contractor fails to fulfill in a timely and professional manner Contractor's responsibilities under this agreement, or if Contractor 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 Contractor. If termination for cause is given by County to Contractor and it is later determined that Contractor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this Section.
- B. County may terminate this agreement without cause on 30 days written notice to Contractor.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. Either Party may terminate this agreement immediately upon oral notice should either Party be unable to comply with the obligations of this agreement due to any material cause which is beyond the reasonable control of said Party, including, but not limited to: fire, explosion, power 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 Party's control.
- E. County's right to terminate this agreement may be exercised by County's County Executive Officer, Health and Human Services Agency ("HHSA") Director or any HHSA Branch Director designated by the HHSA Director.
- F. Should this agreement be terminated, Contractor shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Contractor pursuant to this agreement.
- G. If this agreement is terminated, Contractor shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

Section 8. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor 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, prospective and 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 Contractor and the HHSA Director or any HHSA Branch Director designated by the HHSA Director, provided that that amendment is 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 appendixes, the provisions of this agreement shall govern.

Section 9. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

Inasmuch as this agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. The waiver by County of any breach of any requirement of this agreement, shall not be deemed to be a waiver of any other breach.

Section 10. EMPLOYMENT STATUS OF CONTRACTOR.

Contractor 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, joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Contractor 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. Contractor shall be fully responsible for payment of taxes due to the State of California or the federal government that would be withheld from compensation if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Contractor be eligible for any other County benefit. Contractor must issue W-2 and 941 Forms for income and employment tax purposes, for all Contractor's assigned personnel under the terms and conditions of this agreement.

Section 11. INDEMNIFICATION.

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of

County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Consultant shall also, at Consultant's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any Subcontractor, or in any capacity. Consultant shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Consultant's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 12. INSURANCE COVERAGE.

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

- C. Contractor shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million.
- D. Contractor shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Contractor 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 Contractor 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, Contractor 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, Contractor or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
 - (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *Shasta County, its elected officials, officers, employees, agents, and volunteers as additional insureds* and provides that coverage *shall not be reduced or canceled without 30 days written prior notice certain to the County*. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
 - (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

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

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each suit insured against whom a claim is made or suit is brought."

- (5) Contractor shall provide the County with an endorsement or amendment to Contractor'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, Contractor 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 Contractor 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 the 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, Contractor shall provide County a certificate of insurance reflecting those limits.
- (8) Any of Contractor's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County.

Section 13. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.

- A. If any claim for damages is filed with Contractor or if any lawsuit is instituted concerning Contractor's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Contractor 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. Contractor 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. Contractor 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. Contractor shall comply with mandatory standards and policies as required by Executive Order 11246, entitled "Equal Employment Opportunity," as amended by

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Executive Order 11375, and as supplemented in Department of Labor regulations (41 C.F.R., Part 60).

- C. Contractor 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.
- D. Contractor represents that Contractor is in compliance with and agrees that Contractor 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.
- E. No funds or compensation received by Contractor under this agreement shall be used by Contractor for sectarian worship, instruction, or proselytization. No funds or compensation received by Contractor under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- F. In addition to any other provisions of this agreement, Contractor shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Contractor noncompliance with the provisions of this Section.

Section 15. ACCESS TO RECORDS; RECORDS RETENTION.

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Contractor that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Contractor or County. Except where longer retention is required by federal or state law, Contractor 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. Contractor 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. Contractor 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. Contractor 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. Contractor agrees to repay County the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Contractor 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 Contractor.

Section 16. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.

Contractor's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Contractor'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. Contractor's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

Section 17. LICENSES AND PERMITS.

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

Section 18. PERFORMANCE STANDARDS.

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

Section 19. CONFLICTS OF INTEREST.

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

Section 20. NOTICES.

A. Except as provided in Sections 7.C. and 7.D. of this agreement (oral notice of termination), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: Branch Director
 HHSA Business and Support Services
 Attn: Contracts Unit

P.O. Box 496005
Redding, CA 96049-6005
Phone: 530-245-6860
Fax: 530-225-5555

And to: Branch Director
HHSA Public Health Branch
Attn: Contracts Analyst
2650 Breslauer Way
Redding, CA 96001
Phone: 530-225-3761
Fax: 530-225-3743

If to Contractor: Chairman, Board of Governors
United Way of Northern California
2280 Benton Drive, Bldg. B

Redding, CA 96003
Phone: (530) 241-7521

- 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.

Contractor 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 Contractor to disclose financial interests and to recuse from influencing any County decision which may affect Contractor's financial interests. If required by the County's Conflict of Interest Code, Contractor shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

Section 23. PROPERTY TAXES.

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

Section 24. SEVERABILITY.

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

Section 27. 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.

Section 28. COUNTY'S RIGHT OF SETOFF.

To the fullest extent permitted by law, County shall have the right but not the obligation, to setoff, in whole or in part, against any compensation owed to Contractor 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 Contractor or its subsidiaries.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

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

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:

RUBIN E. CRUSE, JR.
County Counsel

By: Alan B. Cox 8/11/17
Alan B. Cox
Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson 08/11/17
James Johnson
Risk Management Analyst

CONTRACTOR

Date: 8/14/17

Jill Letendre
Jill Letendre, Chairman
Board of Governors
United Way of Northern California

Larry Olmstead
Larry Olmstead
President and Chief Executive Officer
United Way of Northern California

Tax I.D.#: On File

ATTACHMENT A

Diabetes/Prediabetes Project Scope of Work

1. RESPONSIBILITIES OF CONTRACTOR

Contractor shall:

- A. Conduct research to identify local diabetes and prediabetes related resources, including but not limited to classes, wellness centers, and online support within Shasta County and/or available to Shasta County residents. Submit list of identified resources to County for review and approval.
- B. Add diabetes and prediabetes related resources, approved as set forth in Section A of this Attachment A, to the Resource Database pursuant to Section 2.B. of the main agreement.
- C. Design publish and maintain a webpage dedicated to resources relevant to individuals interested in or affected by diabetes and prediabetes on the 2-1-1 NorCal website and provide draft to County for County's written pre-approval before publication.
- D. Webpage shall conform to the requirements set forth in Section 2 C (2)-(4) of the main agreement.
- E. Develop information and education messages about diabetes/prediabetes prevention and highlighting 2-1-1 as a resource and provide to County for County's written pre-approval prior to implementation. Include CDC funding and disclaimer statement on materials and products produced with funding: "This material was produced with funding from Centers for Disease Control and Prevention (CDC) Grant Number DP005499 through the California Department of Public Health. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the CDC or the U.S. Department of Health and Human Services." Messages are to be approved in advance and in writing by County for the Diabetes/Prediabetes Project.
- F. Develop special messaging for callers to determine if they are at risk for being diabetic or are prediabetic, which will direct them to related resources for the Diabetes/Prediabetes Project. Message must be pre-approved by County in writing prior to implementation and must include the following health related conditions: high blood pressure, heart disease, a history of strokes or heart attack, gestational diabetes, and being overweight.
- G. Provide a minimum of one United Way employee to participate on a community steering committee aimed at reducing the prevalence of diabetes in Shasta County.
- H. Develop and implement a plan to increase awareness of prediabetes in Shasta County, for the Diabetes/Prediabetes Project, including but not limited to social media, print,

- I. radio ads, and promotion at health fairs. Plan shall be approved in advance and in writing by the County. Social media, web sites, or web pages shall conform to the requirements set forth in Section 2 C (2)-(4) of the main agreement.

2. RESPONSIBILITIES OF COUNTY

County shall:

- A. Promote 2-1-1 NorCal to healthcare systems, community partners, and community healthcare workers. Encourage the use of 2-1-1 as a resource for patients and clients to access prediabetes and diabetes information and resources.
- B. County shall establish and maintain a multi-disciplinary steering committee to provide leadership and guidance in implementing, sustaining, and monitoring program effectiveness.

ATTACHMENT B
Diabetes/Prediabetes Project
Budget

Budget Category	Budget Amount
Personnel/Position	
Community Impact Director (\$30/hour; max 320 hours)	\$ 9,600
Communication and Outreach Coordinator (\$17.844/hour; max 394 hours)	\$ 12,384
Total Personnel	\$ 21,984
Operating Expenses	
Educational/Promotional materials placement	\$ 4,850
Total Operating Expenses	\$ 4,850
Other Expenses	
Comprehensive report of diabetes/prediabetes resources	\$ 1,500
Approved resources added to Resource Database	\$ 2,500
Publish diabetes/prediabetes webpage	\$ 5,000
Diabetes/prediabetes webpage maintenance	\$ 1,000
Resource recheck and report revision	\$ 800
Total Other Expenses	\$ 10,800
Total Expenses	\$ 37,634