

**PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND
CHELCOUR LLC**

This agreement is entered into between the County of Shasta, through its Department of Child Support Services ("DCSS"), a political subdivision of the State of California ("County") and Chelcour LLC, DBA The ClaaS Group TCG ("Consultant") for the purpose of developing and presenting a Leadership Development Program (collectively, the "Parties" and individually a "Party").

Section 1. RESPONSIBILITIES OF CONSULTANT.

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

- A. Conduct DISC Assessment, including DISC Analysis Session, as follows: One four-hour instructor-led DISC Assessment/Interpretation for Management/Supervisory Team (14 participants). Additional participants may be added up to a maximum of 20 per instructor-led DISC Assessment/Interpretation. See Exhibit A, County of Shasta Department of Child Support Services DISC Proposal for Leaders, attached and incorporated herein.
- B. Conduct Curriculum Development and Project Management. See Exhibit B, Leadership Development Program for Shasta County, attached and incorporated herein.
- C. Conduct Seminars Facilitation as follows, see Exhibit B:
 - (1) Create a vetting process with the objective to assist the County in the selection of high-potential employees.
 - (2) Provide a one-hour virtual instructor-led orientation review of the program, expectations, and launch of DISC.
 - (3) Conduct DISC Assessment, including online Assessment Pre-Seminar. Up to 15 enrollees. Additional participants may be added up to a maximum of 20.
 - (4) DISC Analysis Session: One four-hour instructor-led DISC Assessment/Interpretation.
 - (5) Four - four-hour instructor-led tailored seminars offered every third/fourth week, for four months.
 - (6) Project support sessions by the facilitator to reinforce lessons learned in class and assist with final capstone projects.
 - (7) Post-session individual and group work.

- (8) One report-out session in month four.
- (9) Final presentation.
- (10) Certificate of Completion for each participant awarded at the end of the program.
- (11) Class size of 13 to 20 enrollees.
- (12) Subject Matter Experts ("SMEs") will be available to meet for at least one hour per module to discuss organization examples, scenarios, group profiles, and additional items as defined.
- (13) Scope of Work attached and incorporated herein as Exhibit B for description of training model, tailored seminar topics, capstone review, and final presentation.
- (14) Consultant will provide a PDF version of the presentation and printed participant workbooks; additional printed materials are available at an additional cost.

Section 2. RESPONSIBILITIES OF COUNTY.

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

- A. Participate in the DISC Assessment: The DISC Assessment is one element of the Leadership Training Program. Participation in the program is voluntary. Participation in the DISC Assessment requires each participant to accept Terms and Conditions to access the online assessment. DCSS's Director is granted authority to authorize employees of DCSS to accept the Terms and Conditions of the online assessment solely for the purpose of accessing and completing the online assessment described in Section 1, C(3) above. Consultant's Terms and Conditions for the online assessment only are attached and incorporated herein as Exhibit C.
- B. Pursuant to the terms and conditions of this agreement, County shall compensate Consultant as prescribed in sections 3 and 4 of this agreement and shall monitor the outcomes achieved by Consultant.

Section 3. COMPENSATION.

- A. Consultant shall be paid \$4,350 for services described in Section 1.A. of this agreement, including travel for facilitator and printed material. Additional participants may be added at \$50 per participant.
- B. Consultant shall be paid \$5,800 for services described in Section 1.B. of this agreement, including travel cost for facilitator and printed material.
- C. Consultant shall be paid \$19,013 for the services described in Section 1.C. of this agreement. Additional participants may be added at \$50 per participant.

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- D. County will not reimburse Consultant for alcohol, in-room movies, laundry, sundry, or family expenses.
- E. In accordance with the budget as prescribed in section 4, County shall pay to Consultant \$29,163 for all reasonable and necessary costs in accordance with applicable Circulars of the Office of Management and Budget ("OMB") of the Executive Office of the President of the United States, for satisfactorily providing services pursuant to this agreement. In no event, shall the maximum amount payable under this agreement exceed \$32,000.
- F. 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.
- G. Consultant's violation or breach of agreement terms may result in fiscal penalties, withholding of compensation, or termination of agreement.

Section 4. BILLING AND PAYMENT.

- A. Consultant shall submit to DCSS Director within five days after completion of the services prescribed in Section 1.A., DISC Assessment/Interpretation for Management/Supervisory Team, an itemized statement or invoice of services rendered. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.
- B. Consultant shall submit to DCSS Director within five days after completion of the services prescribed in Section 1.B., Curriculum Development and Project Management, an itemized statement or invoice of services rendered. County shall make payment within 30 days of receipt of Consultant's correct and approved statement or invoice.
- C. Consultant shall submit to DCSS Director within five days after completion of each four-hour seminar as prescribed in Section 1.C.(5), Seminars Facilitation, an itemized statement or invoice of services rendered. Compensation as stated in Section 3.C. shall be paid in four equal installments. County shall make payment within 30 days of receipt of Consultant's correct and approved statements or invoices.
- D. 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.

The initial term of this agreement shall be for one year beginning as of the last date it has been signed by all Parties. 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 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 will provide the Consultant with a written Notice of Correction identifying the deficiency. Consultant shall have 15 days in which to make the requested changes to bring the deficiency into a compliant state. If the Consultant fails to correct the deficiency to the satisfaction of County within 15 days from receipt of the Notice of Correction being received by the consultant contract signatory, 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. Notwithstanding any terms set forth in Section 6.A. of this agreement, County may terminate this agreement without cause on 30 days written notice to Consultant.
- C. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by the DCSS Director or his/her designee.
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- F. If this agreement is terminated, Consultant shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

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

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant

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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 DCSS Director or his/her designee, 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.

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.

Section 10. INDEMNIFICATION.

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

Section 11. INSURANCE COVERAGE.

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

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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 require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- D. With regard to all insurance coverage required by this agreement:
 - (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
 - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.
 - (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names County, its elected officials, officers, employees, agents, and volunteers as additional insureds. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the additional insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for ongoing 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:

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- a. As if each Named Insured were the only Named Insured; and
 - b. Separately to each suit insured against whom a claim is made or suit is brought.”
- (5) Consultant shall provide County with an endorsement or amendment to Consultant’s policy of insurance as evidence of insurance protection before the effective date of this agreement.
- (6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide County, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.
- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide County a certificate of insurance reflecting those limits.
- (8) Any of Consultant’s Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of County.

Section 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 discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Consultant represents that Consultant is in compliance with and agrees that Consultant shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization. No funds or compensation received by Consultant under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.
- 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 insure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Consultant shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. Access to these records shall be provided to County during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by County, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.

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

Section 15. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.

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

Section 16. LICENSES AND PERMITS.

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

Section 17. PERFORMANCE STANDARDS.

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

Section 18. CONFLICTS OF INTEREST.

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

Section 19. NOTICES.

- A. Except as provided in section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing Such

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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: County Administrative Office
1450 Court Street, Suite 308A
Redding, CA 96001-1680

And to: Director
Shasta County Dept. of Child Support Services
P.O. Box 994130
Redding, CA 96099-4130
Phone: (530) 229-8762
Fax: (530) 225-5458

If to Consultant: Chelcour LLC, DBA TCG - The CLaaS Group
105 Wellington Trace
Atlanta, GA 30328
Phone: (770) 235-9423
Tax ID # 45-4408621

- 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.

Section 20. AGREEMENT PREPARATION.

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

Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.

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

Section 22. PROPERTY TAXES.

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

arrangement. Consultant shall make timely payment of all property taxes at all times during the term of this agreement.

Section 23. SEVERABILITY.

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

Section 24. COUNTY'S RIGHT OF SETOFF.

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

Section 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. SAFEGUARD OF INFORMATION.

- A. In performance of this contract, the Consultant will not be given access to federal tax information (FTI). However, inadvertent or incidental access to FTI may occur. It is incumbent upon the Consultant to inform its officers and employees of the provisions of IRC Sections 721.3 and 721.3A Unauthorized Disclosure of Information and IRC Section 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information. Willful unauthorized disclosure of returns and return information is a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Willful unauthorized disclosure of returns and return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are set forth at 26 CFR 301.6103(n)l. Additionally, it is incumbent upon the Consultant to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(l), which is made applicable to contractors by 5 U.S.C. 552a(m)(l), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually-identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and

who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

- B. Timely notification of an unauthorized disclosure of FTI is the most important factor. The Consultant will immediately, but no later than 24 hours, contact the agency upon identification of a possible issue involving FTI. The Consultant should not wait to conduct an internal investigation to determine if FTI was involved.

Section 27. CERTIFICATION OF LOBBYING.

Certify, by signing this agreement, that no federal appropriated funds will be paid to any person for influencing or attempting to influence an officer or employee of any agency; a member of congress; an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.

Section 28. CERTIFICATION OF CONSULTANT.

Certify, by signing this agreement, that neither it nor its principals are presently debarred, suspended, ineligible, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the transaction by any federal department or agency pursuant to Executive Order 12549, and 2 CFR Part 382, whenever applicable.

Section 29. SCOPE AND OWNERSHIP OF WORK.

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

Section 30. 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.

[SIGNATURE PAGE FOLLOWS]

NO WITHHOLDING

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: _____

LES BAUGH, 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

Risk Management Approval

By: R.E. Cruse 2/6/18

By: [Signature] 02/06/18

Information Technology Approval

By: [Signature] 2-7-2018
Thomas Schreiber, Chief Information Officer

CONSULTANT

Date: 02/01/2018

By: [Signature]
Michael Cufaro – Managing Partner
Chelcour LLC. DBA TCG – THE CLaaS
GROUP
Tax I.D.#: 45-44-08621

EXHIBIT A
County of Shasta Department of Child Support Services
DISC Proposal for Leaders



Summary:

DISC Assessment Online

Description

The DISC Assessment provides a highly-detailed analysis of each individual's Natural (i.e., personal/internal) and Adaptive (i.e., workplace/external) behavioral styles. A person's behavior is often the strongest predictor of fit; whether that be within a particular job, as the member of a team, or as the leader of an organization.

DISC Assessment Overview (4 hours face to face session)

Description:

The DISC overview session is the interpretation of DISC results from the DISC Assessment. Participants learn about development opportunities and gain insight into the personal preferences one has about their perceptions and the way they react to the activities at work and in personal life. The seminar uses the understanding of these perceptions in the basic communicational skills with others of like and differing methods of perception.

Pricing

Description	Solution Type	Price
DISC Assessments and 4-hour Review Session	Price includes up to 14 people for assessment and class. *Included travel for facilitator and printed material	\$4,350

Projected Rollout Date:

March 2018

EXHIBIT B

Leadership Development Program for Shasta County



Presented by Debbie Townley
The CLaaS Group, LLC
1/24/18

Scope of Work

County of Shasta Department of Child Support Services is seeking a Leadership Training Program for high potential employees. Due to a high number of upcoming retirements, and high employee attrition, the Department sees the need to develop high potential employees to fill required potential leadership positions that are needed in the next few years. The proposed program could be offered to up to 20 individuals and completed within 4 months.

The program would consist of the following:

- Four 4-hour Instructor-led seminars offered every third/fourth week.
- Maximum cohort group of up to 20 participants.
- Five topics instructed over 4 months.
- Project support sessions offered by the facilitator to reinforce lessons learned in class and assist with final capstone projects.
- Post-session individual and group work.
- One Report out session in month 4.
- Certificate of Completion for each participant awarded at the end of the program.

Solution Overview

Target Group: High Potential Employees Selected for the Program

Item	Quantity	Delivery Format	Audience Size	Seminar Detail
Vetting High Potential Assessment	1	Hard Copy PDF Deliverable	Unlimited	Create a Vetting process with the objective to assist in high potential staff selection to enter the program.
Orientation	1	1 Hour Virtual Instructor- Led session	15	Orientation review of the program, expectation, and launch of DISC.
DISC Assessment	15	Online Assessment – Pre-Seminar	Up to 15 *Additional assessments available for an extra fee	DISC - Participants identify both their interactive preferences and develop strategies to better meet the demands of their environment. They self-assess against four dimensions of normal behavior – dominant, influencing, steadfast, and compliant.

DISC Analysis Session	1- Four Hour Session	Instructor – Led Training - ILT	15 Participants	Review of online DISC assessment/interpretation.
Tailored Seminars (see descriptions below)	3 -Three Hour Sessions + One Hour Review Session	Instructor - Led Training - ILT	Up to 15	<ul style="list-style-type: none"> • Understanding Team Development.\ • Developing Effective Leaders for the Future/Mentoring • Capstone Review
Final Presentation	2 Hours	Instructor-Led on site	Up to 15	This seminar is designed as a culminating experience where participants are assigned projects to present to higher-level management. Projects incorporate topics and outlines expectations to be addressed by each team member in order to assist with effective application into the workplace.

Rollout Schedule

June 2018

Classes will be run every 3 to 4 weeks with a capstone presentation focus from month one. Participants will receive support from the facilitator each month to guide them with questions and help ensure the application of learned skills to the work setting.

Solution Details

DISC Assessment

DISC Analysis and Orientation	
Description	Orientation and DISC Analysis
Outline	<p>Orientation: An orientation session will be conducted for all participants and managers. This session will outline the seminar objectives, time lines, expectations, assignments, and final project overview.</p> <p>DISC Analysis: Participants identify both their interactive preferences and develop strategies to better meet the demands of the environment. Class activities allow participants to experiment with new behaviors based on results of the assessment. These behaviors may be used to improve interpersonal interactions in the work environment.</p>

Tailored Seminar Topics

Understanding Team Development	
Description	This seminar focuses on tools to effectively manage diverse teams. Participants will explore techniques and strategies to effectively encourage, create, and support team diversity, while leveraging strengths to support innovative and performance driven outcomes.
Objectives	<ul style="list-style-type: none"> • Understand team dynamics • Recognize and understand the meaning of diversity in the workplace • Create high performing teams • Identify team building strategies

Developing Leaders for the Future: Leadership and Mentoring	
Description	This seminar will focus on the attributes and elements needed to become good leaders. Individuals will explore tools, techniques, and ways to develop your leadership skills, as well as help others to realize their potential.
Objectives	<ul style="list-style-type: none"> • Understand what makes a good leader • Learn about leadership styles and theories • How to apply leadership skills to the workplace

Capstone Review	
Description	This seminar will focus on the elements needed to create a successful delivery of the Capstone project. Individuals will look at developing ones' presentation skills and project planning skills along with how applying those skills is a benefit to others, yourself, and the organization. Teams will receive individual attention to review their project progress. Teams will also be able to practice their presentation skills.
Objectives	<ul style="list-style-type: none"> • Learn project planning skills • Improve public speaking skills • Learn successful presentation skills

Final Presentation	
Description	Final Presentation and Summary Review Sessions
Outline	This final presentation is designed as a culminating experience where participants are assigned projects to present to higher-level management. Projects incorporate all three topics and outline expectations to be addressed by each team member in order to assist with effective application into the workplace.

The Review Sessions are designed as workshops led by facilitator to assist participants in planning and working in teams to complete project deliverables.

Seminar Investment

Solution	Price
Curriculum Development and Project Management (scheduling, calls, reviews, surveys) *Includes travel cost for facilitator and printed material.	\$5,800
Seminars - Facilitation <ul style="list-style-type: none"> • DISC Assessments - 15 (could add additional for \$50 each) • 4 hours of instructor-led seminars, on site, one time every 3 - 4 weeks, for 4 months • 1 Cohort – 15 (could increase to 20) • Final Capstone Evaluation Session • Coaching support by facilitator monthly 	\$19,013
Total Price	\$24,813

Assumptions

- Subject Matter Experts (SMEs) will be available to meet for at least 1 hour per module to discuss organization examples, scenarios, group profiles, etc.
- Shasta County will be responsible for communications and registration of learners for the seminars and will provide the final group size two weeks prior to launch date.
- Final pricing terms and conditions are subject to a signed agreement between Chelcour LLC, DBA The CLaaS Group and Shasta County.
- The CLaaS Group will provide a PDF version of the presentation and printed participant workbooks; additional printed materials are available at an additional cost.
- Payment is due within 30 days of date of receipt of invoice by County.

EXHIBIT C

Terms & Conditions: There are no warranties, express or implied, regarding this online assessment. You assume full responsibility, and the authors & assessment company and their agents, distributors, officers, employees, representatives, related or affiliated companies, and successors, and the company requesting you to complete this Assessment (THE GROUP) shall not be liable for, (i) your use and application of this Assessment, (ii) the adequacy, accuracy, interpretation or usefulness of this Assessment, and (iii) the results or information developed from your use or application of this Assessment.

You waive any claim or rights of recourse on account of claims against THE GROUP either in your own right or on account of claims against THE GROUP by third parties. You shall indemnify and hold THE GROUP harmless against any claims, liabilities, demands or suits of third parties.

The foregoing waiver and indemnity shall apply to any claims, rights of recourse, liability, demand or suit for personal injury, property damage, or any other damage, loss or liability, directly or indirectly arising out of, resulting from or in any way connected with this Assessment, or the use, application, adequacy, accuracy, interpretation, usefulness, or management of this Assessment, or the results or information developed from any use or application of this Assessment, and whether based on contract obligation, tort liability (including negligence) or otherwise.

In no event, will THE GROUP be liable for any lost profits or other consequential damages, or for any claim against you by a third party, even if one or more of THE GROUP has been advised of the possibility of such damages.

☐ Accept