

**PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF SHASTA AND  
KINGS VIEW**

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 Kings View, a non-profit California corporation (“Contractor”), (collectively, the “Parties” and individually a “Party”), for the purpose of providing a mental health wellness and recovery program in Shasta County.

**Section 1. RESPONSIBILITIES OF CONTRACTOR.**

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

- A. Provide a mental health wellness and recovery program (“Program”), as specified in **EXHIBIT A, Program Workplan**, attached and incorporated herein, for Shasta County residents and their families (“Participants”).
- B. Attend meetings as scheduled by County for the purpose of discussing and evaluating the Program and its elements, including, but not limited to, ongoing Participant involvement and engagement in the Program, specific services provided, and performance measurements and objectives.
- C. Ensure Contractor staff providing services pursuant to this agreement participate in training as specified in **EXHIBIT A**.
- D. Acknowledge the funding source of all activities undertaken pursuant to this agreement by including in any educational and training materials, audio visual aids, websites, interviews with the press, flyers, or publications the following statement: “Sponsored by: Shasta County Health and Human Services Agency in conjunction with our many community partners and advisory boards. Funding for this project is provided through the Mental Health Services Act.”
- E. As required by Government Code section 7550, each document or report prepared by Contractor for or under the direction of County pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total agreement amount represents compensation for multiple documents or written reports. Contractor 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, Contractor shall add: “This [document or report] is one of [number] produced under this agreement.”

**Section 2. RESPONSIBILITIES OF COUNTY.**

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

- A. Compensate Contractor as prescribed in sections 3 and 4 of this agreement.

- B. Monitor Contractor's performance to assure compliance with the terms, conditions and specifications of the agreement and evaluate the performance of Contractor throughout the term of this agreement.
- C. Schedule meetings with Contractor, for the purpose of discussing and evaluating the Program and its elements, including, but not limited to, ongoing involvement and engagement in the Program by Participants, specific services provided, and performance measurements and objectives.
- D. Provide training for Contractor's staff at County's sole discretion.

**Section 3. COMPENSATION.**

- A. In accordance with the budget as prescribed in **EXHIBIT B** ("Budget"), attached and incorporated herein, County shall pay to Contractor a maximum of \$501,876 for fiscal year ("FY") 2020-21, a maximum of \$466,889 for FY 2021-22, and a maximum of \$484,989 for FY 2022-23, 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 \$1,453,754 during the term of this agreement.
- B. During the term of this agreement, the Health and Human Services Agency ("HHS") Director, or any HHS Branch Director designated by the HHS Director, may approve in writing, including prospective and retroactive, budget line item shifts, provided that the line item shift does not exceed 12 percent of any Budget Category during the entire term of this agreement, and provided further that the line item shift shall not increase the maximum amount payable under this agreement.
- C. Contractor shall be paid via electronic invoice payment; automated clearing house ("ACH"), County credit card, or Commerce Bank virtual card. ACH payments require submission of the completed Auditor-Controller ACH/Direct Deposit authorization form within five days of execution of this agreement.
- D. Contractor'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. Contractor shall submit to HHS Business and Support Services Branch, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005 by the 15<sup>th</sup> day of each month for services rendered the preceding month, and in accordance with the Budget, a billhead or invoice normally used in the course of business, detailing Contractor's services and expenses, accompanied by an **EXPENDITURE REPORT, EXHIBIT C**, attached and incorporated herein, including copies of all supporting documentation and verifications, (including, but not limited to, receipts and personnel timecards or time studies), for all expenses incurred. Administrative expenses shall not exceed 12 percent of direct expenses per each FY and shall not require supporting documentation. County shall make payment within 30 days of receipt of Contractor's correct and approved billhead or invoice. For purposes of effectuating payment of compensation, this provision shall survive the termination, expiration, or cancellation of this agreement.

- 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 5. TERM OF AGREEMENT.**

This agreement shall commence as of July 1, 2020 and shall end June 30, 2023. 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 6. 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 90 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. County’s right to terminate this agreement may be exercised by the Shasta County Executive Officer or his or her designee, the HHS A Director or any HHS A Branch Director designated by the HHS A Director.
- E. 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.

- F. If this agreement is terminated, Contractor 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. 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. In addition to the provisions of Section 3.B. of this agreement, minor amendments, including retroactive and prospective, 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 HHS A Director or any HHS A Branch Director designated by the HHS A Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits, attachments, 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 Contractor, Contractor 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 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, a 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 all 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 of Contractor's assigned personnel under the terms and conditions of this agreement.

**Section 10. INDEMNIFICATION.**

To the fullest extent permitted by law, Contractor 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 Contractor, or by any of Contractor's subcontractors, any person employed under Contractor, 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. Contractor shall also, at Contractor'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 Contractor, or any of Contractor's subcontractors, any person employed under Contractor, or under any Subcontractor, or in any capacity. Contractor 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 Contractor'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 Contractor's duties of defense and indemnification, Contractor 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 per occurrence; 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 *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 per occurrence.
- 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 *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or cancelled, a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.
  - (4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

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

- a. As if each Named Insured were the only Named Insured; and
  - b. Separately to each suit insured against whom a claim is made or suit is brought.”
- (5) 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 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, 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 12. 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. 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. Contractor shall observe and comply with all applicable federal, state, and local laws, ordinances, and codes that relate to the work or services to be provided pursuant to this agreement.
- B. 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.

- C. 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.
- D. 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.
- E. 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 14. 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 ten 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 ensure 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.





Attn: Contracts Unit  
2640 Breslauer Way  
Redding, CA 96001  
Phone: (530) 225-5900  
Fax: (530) 225-5971

If to Contractor: Amanda Nugent Divine, CEO  
Kings View  
7170 N. Financial Dr. Suite 110  
Fresno, CA 93720  
Phone: (559) 256-0100

- 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.**

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 22. 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 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 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.

**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. CONFIDENTIALITY OF PATIENT INFORMATION.**

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

**Section 27. USE OF COUNTY PROPERTY.**

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

**Section 28. FINANCIAL REPORTING.**

Contractor shall provide financial information and/or records pertaining to Contractor's agency including, but not limited to: audited financial statement from audit prepared in accordance with Circular No. A-133 of the Office of Management and Budget of the Executive Office of the President of the United States ("OMB") and performed by a qualified Certified Public Accountant (submitted annually to County within 30 days of Contractor's receipt of financial statement); IRS form 990 and all supporting schedules (submit to County within 30 days of filing); notice to County of any tax delinquency including but not limited to property, sales, income, and payroll taxes (submit to County within 10 days of receipt of notice or knowledge of delinquency). All financial information shall be submitted to Shasta County Health and Human Services Agency, Business and Support Services Branch, Attention: HHSA Fiscal Manager, P.O. Box 496005, Redding, CA 96049-6005. Contractor shall provide additional financial information as requested by

County within 30 days of receiving such request. Contractor shall fully cooperate with County in providing any financial information and/or records requested by County concerning this agreement. This Section shall survive the termination, expiration or cancellation of this agreement for the period of time necessary to submit all required financial reporting to County as prescribed herein.

**Section 29. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES.**

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

***SIGNATURE PAGE FOLLOWS***

**IN WITNESS WHEREOF**, County and 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: \_\_\_\_\_

\_\_\_\_\_  
MARY RICKERT, CHAIR  
Board of Supervisors  
County of Shasta  
State of California

ATTEST:  
MATTHEW P. PONTES  
Clerk of the Board of Supervisors

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

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

By: DocuSigned by:  
Alan Cox  
B5E34EBAS2EA7404...  
Name: Alan Cox

Date: 09/17/2020 | 1:50:43 PM PDT  
Title: Deputy County Counsel III

**RISK MANAGEMENT APPROVAL**

By: DocuSigned by:  
James Johnson  
0DB023FD7317A436...  
Name: James Johnson

Date: 09/17/2020 | 12:04:39 PM PDT  
Title: Risk Management Analyst III

**CONTRACTOR**

By: DocuSigned by:  
Amanda Nugent Divine  
A04F817F73914D5...  
Name: Amanda Nugent Divine

Date: 09/17/2020 | 1:50:43 PM PDT  
Title: Chief Executive Officer

By: DocuSigned by:  
Harry Parisi  
3D55C5B0D4E5498...  
Name: Harry Parisi

Date: 09/18/2020 | 10:09:41 AM PDT  
Title: Interim Chief Financial Officer

Tax I.D.#: On File

## **PROGRAM WORKPLAN**

### **Mental Health Wellness and Recovery**

#### **1. PROGRAM OVERVIEW**

- A. The Program shall be a multi-service mental health program that provides ethnically and culturally diverse opportunities in a healthy, inclusive manner with a wide spectrum of activities that foster recovery and resiliency. Any individual experiencing mental health challenges, and/or their family members, shall be welcome to participate in Program activities while complying with program rules.
- B. Contractor shall seek input and guidance from Participants as a required element to the planning of activities, service delivery, and operating guidelines for the Program. The Program shall form relationships with community-based agencies and service providers in order for Participants to link to additional community services and supports. The Program staff shall be actively involved in providing support and linkage as needed.
- C. The vision and philosophy of the Program is deeply rooted in wellness, recovery, and resiliency. The Program shall support Participants to gain, regain, or maintain their ability to live, work, learn, and participate fully in the community. Education and training shall focus on independent-living skills, employment or community life skills, peer and family support, and self-help groups and advocacy training
- D. The ultimate goal of the Program is to support each Participant in achieving recovery and maintaining wellness as defined by the Participant. The role of the Program is not to provide mental health treatment, but to provide support and assistance in obtaining or accessing mental health treatment and other community resources.

#### **2. LOCATION AND HOURS OF OPERATION**

The Program shall be located in a central area of Redding which is close to transportation and other community services. The Program shall be open daily Monday through Friday, excluding Holidays, as agreed upon by both Parties. The daily hours of operation shall be no less than during the hours of 10:00 a.m. to 3:00 p.m., Pacific Standard Time.

#### **3. STAFF**

- A. Program staff shall include both unpaid volunteer and paid staff. During the term of the agreement 75 percent of all staff (both paid and unpaid) shall be comprised of Consumers and/or family members of individuals with mental illness.
- B. All staff members shall be familiar with the values, goals, and practices of recovery and wellness, and shall receive training in the competency of serving persons of diverse

**EXHIBIT A**

culture, language, group, and ethnicity, including the requirements of serving a population that includes individuals with mental illness.

**4. PARTICIPANTS**

The Program target population includes Shasta County residents aged 18 years and older who may be experiencing mental health challenges and/or their family members.

**5. SERVICES AND COMPONENTS**

A. Program service delivery systems shall be wellness and recovery strength-based and shall be broad-based and inclusive. Program services will include on a daily basis, a minimum of five daily workshops/group activities and a minimum of two support activities that may include, but are not limited to, engagement activities, peer support, and socialization activities. Program services will include on a weekly basis, a minimum of two 12-step recovery meetings.

B. Contractor shall provide a variety of individual and scheduled group activities which shall include, but are not limited to, the following:

1.) Support Activities:

- a) physical activities,
- b) arranging and providing transportation services which increase access to the Program,
- c) assisting Participants with gaining access to housing,
- d) housing information,
- e) employment services,
- f) assistance for Participants to understand, navigate, and connect to mental health services and other community resources

2.) Workshops/Groups:

- a) support groups,
- b) activities for families to increase support, communication and education,
- c) independent living skills workshops,
- d) pre-crisis services,
- e) socialization activities,
- f) peer counseling,
- g) mentoring,
- h) consumer support and training on self-advocacy

3.) 12-Step Recovery Meetings:

- a) substance abuse recovery groups (i.e., Alcoholics Anonymous or Narcotics Anonymous),
- b) mental health self-help groups (i.e., Emotions Anonymous)

**EXHIBIT A**

- C. The Program shall provide an individual orientation to all prospective Participants prior to providing services. The orientation shall include the following:
- 1.) a tour of the facility and overview of the Program,
  - 2.) review of the Program policies, rules, and Participant requirements,
  - 3.) review of the monthly calendar of events,
  - 4.) determination of Participants' wellness and recovery needs, and
  - 5.) transportation plan for the Participants to attend the Program
- D. The Program shall include the maintenance of the Program website to permit access to information and resources. Contractor shall ensure the content of the website is current and up to date at all times.
- E. The Program shall prepare a monthly written newsletter which shall include a calendar of scheduled activities and events. The newsletter shall also be accessible via the Program Website.
- F. The Program shall engage Participants in assisting in the designing of monthly groups, events and activities. Activities should be designed to engage Participants in a variety of interactions with the community, such as volunteering within the community, learning employable skills and participating in community events.

**6. COMMUNITY PARTICIPATION AND COORDINATION**

The Program shall contact and maintain affiliations with other community groups to assist with referrals to Participants for services. These affiliations shall include, but are not limited to:

- 1.) Shasta County Health and Human Services Agency, including Adult, Children's, Public Health and Economic Mobility Branches,
- 2.) Shasta County Housing Authority,
- 3.) Shasta College,
- 4.) Social Security Administration,
- 5.) National Alliance on Mental Illness (NAMI),
- 6.) City of Redding Housing Authority,
- 7.) Good News Rescue Mission,
- 8.) Shasta Community Health Center, and
- 9.) Local service clubs

**7. RECORDKEEPING AND REPORTING**

- A. Contractor shall provide County with written Quarterly Progress Reports as specified in **EXHIBIT D, Mental Health Services Act, Wellness Center Quarterly Report**, attached and incorporated herein. Quarterly Progress Reports are due no later than 20 days after the end of each calendar quarter (April 20, July 20, October 20, January 20). Should this agreement expire or be terminated on a date other than the end of a calendar quarter, the final Quarterly Progress Report shall cover the period of time during the



**EXHIBIT A**

last calendar quarter this agreement was in effect, and shall be provided to County within 20 days after this agreement expires or is terminated.

B. Each Quarterly Progress Report shall include, but not be limited to, the following elements:

1.) Participant data

- a) Demographics – age, gender, ethnicity, whether the Participant is a consumer of mental health treatment services provided by the County or other mental health professional, and number of family members participating.
- b) Number of unduplicated Participants utilizing any service provided under this agreement.

2.) Activities: For the purposes of this provision “Activity” or “Activities” means specific actions or functions provided for Participants.

- a) Description – type, duration, schedule, whether the facilitator of the Activity is a volunteer or an employee.
- b) Number of Participants engaged in each Activity.

3.) Staff

- a) Number of staff.
- b) Job title.
- c) Whether staff is paid or a volunteer.

4.) Participant Satisfaction survey results.

5.) Trainings

- a) Number and description of staff trainings.
- b) Length of training.
- c) Name of training instructor.
- d) Number of Participants per training.

6.) Copies of Wellness Program Newsletter.

7.) Narrative on progress, successes, and/or any potential problems.

C. Contractor shall provide County with written Annual Reports as specified in **EXHIBIT E, Mental Health Services Act, Wellness Center Annual Report**, attached and incorporated herein. Annual Reports are due within 20 days after the end of each fiscal year (July 20). For the purposes of this agreement, the County Fiscal Year commences on July 1 and ends on June 30 of the following calendar year. Should this agreement expire or be terminated on a date other than the end of a fiscal year, the final Annual Report shall cover the period of time during the last fiscal year this agreement was in effect and shall be provided to County within 20 days after this agreement expires or is terminated.

D. Each Annual Report shall include, but not be limited to, the following elements:

1.) Participant data

**EXHIBIT A**

- a) Demographics – age, gender, ethnicity, whether the Participant is a consumer of mental health treatment services provided by the County or other mental health professional, and number of family members participating.
  - b) Number of unduplicated Participants utilizing any service provided under this agreement.
- 2.) Program Contributions: Number of Participants who contributed to the planning and direction of the Program.
- E. Contractor shall develop and maintain detailed records concerning the services provided pursuant to this agreement. Those records shall be in a form acceptable to County. Timely submission of reports is required. Payments made to Contractor under this agreement shall be contingent upon County's timely receipt and approval of required reports.

**8. EVALUATION**

A. The Program shall be jointly evaluated by Contractor and County utilizing data supplied by Contractor in Quarterly Progress Reports. The Program evaluation shall be, at the sole discretion of County, a minimum of once per County Fiscal Year and may, at County's sole discretion, include a site visit to the Wellness Program site. The following are the goals, expected outcomes, and measurements for the Program:

1.) Goals:

- a) Community Collaboration,
- b) Data Collection and Analysis

2.) Outcomes:

- a) Improved services and availability of services to Participants,
- b) Linkage for Participants to services and community,
- c) Participant involvement at all levels,
- d) Healthier Participants,
- e) Increase ability to spend time in meaningful activities,
- f) Increase satisfaction with level of involvement in community,
- g) Reduce adverse consequences of un-treated and under-treated mental illness

3.) Measurements:

- a) Program will serve a minimum of 50 unduplicated Participants each month,
- b) 100 percent of Participants accessing the Program will participate in a minimum of one Activity per day,
- c) Program Staff makeup including paid and unpaid, and
- d) 75 percent of Program staff shall be Consumers and/or family members

**BUDGET**  
**Kings View Wellness Center**

**Multi Year Budgets**

	Budget Period		Budget Period		Budget Period		Total Budgeted Costs
	Year One		Year Two		Year Three		
	07/01/2020 - 06/30/2021		07/01/2021 - 6/30/2022		07/01/2022 - 06/30/2023		
<b>Personnel/Position</b>	<b>FTE</b>						
Regional Director	0.05	4,528		5,677		5,848	16,053
Program Manager	1.00	65,043		84,625		87,164	236,832
Volunteer/Activities Coordinator	1.00	41,167		53,560		55,167	149,894
Peer Support Specialists	1.50	37,050		49,920		51,419	138,389
Quality Assurance Specialist	0.10	6,295		6,483		6,878	19,656
Administrative Specialist	0.50	18,937		24,638		25,377	68,952
Fringe Benefits		39,462		49,479		51,008	139,949
<b>Total Salary and Benefits</b>		\$ 212,482		\$ 274,382		\$ 282,861	\$ 769,725
<b>Operating Expenses</b>							
Rent/Lease - Building		29,000		38,128		39,762	106,890
Equipment/Leases		13,925		13,500		13,600	41,025
Service Agreements		11,280		15,360		15,360	42,000
Facility Repairs & Yr 1 Renovation		81,000		1,500		1,500	84,000
Utilities/Communications		13,325		11,330		11,670	36,325
Travel/Staff vehicle use		600		600		600	1,800
Vehicle Fuel & Maintenance		7,000		8,000		9,000	24,000
Insurance: Liability, Property, Auto		10,025		10,025		10,025	30,075
Staff Training		2,500		2,500		2,500	7,500
Office Expenses/Supplies		17,000		3,000		3,000	23,000
Program Materials		21,000		13,000		13,000	47,000
Housekeeping Supplies		9,000		8,000		8,000	25,000
Information Technology Equipment		21,612		15,925		16,535	54,072
<b>Total Operating Expenses</b>		\$ 237,267		\$ 140,868		\$ 144,552	\$ 522,687
<b>Other Expenses</b>							
Capital Assets							
Computers (replacement, repair)		-		-		4,000	4,000
<b>Total Other Expenses</b>		-		-		4,000	4,000
<b>Total Expenses</b>		\$ 449,749		\$ 415,250		\$ 431,413	\$ 1,296,412
<b>Administrative Cost</b>		52,127		51,639		53,576	157,342
<i>(Not to exceed 12%)</i>							
<b>Totals</b>		\$ 501,876		\$ 466,889		\$ 484,989	\$ 1,453,754

**KINGS VIEW - Wellness Center  
Expenditure Report**

Shasta County Health & Human Services Agency  
P.O. Box 496005  
Redding, CA 96049-6005

Kings View  
7170 North Financial Dr., Suite 110  
Madera, CA 93720

**Check for final Invoice / Report**  **Date of Report**

**Term of Contract:** 7/1/2020 - 6/30/2023  
**Period of Report**

Budget Category (1)	Approved Budget (2)	This Period (3)	Previous Periods (4)	YTD (5)	Remaining Balance (6)
<b>Personnel/Position (FTE)</b>					
Regional Director (0.05)	\$ -	\$ -	\$ -	\$ -	\$ -
Program Manager (1.0)	\$ -	\$ -	\$ -	\$ -	\$ -
Volunteer/Activities Coordinator (1.0)	\$ -	\$ -	\$ -	\$ -	\$ -
Peer Support Specialist (1.5)	\$ -	\$ -	\$ -	\$ -	\$ -
Quality Assurance Specialist (0.10)	\$ -	\$ -	\$ -	\$ -	\$ -
Administrative Specialist (0.50)	\$ -	\$ -	\$ -	\$ -	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Salary and Benefits</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Operating Expenses</b>					
Rent/Lease - Building	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
Service Agreements	\$ -	\$ -	\$ -	\$ -	\$ -
Facility Repairs	\$ -	\$ -	\$ -	\$ -	\$ -
Utilities/Communications	\$ -	\$ -	\$ -	\$ -	\$ -
Travel/Staff Vehicle Use	\$ -	\$ -	\$ -	\$ -	\$ -
Vehicle Fuel/Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance (liability, property, auto)	\$ -	\$ -	\$ -	\$ -	\$ -
Staff Training	\$ -	\$ -	\$ -	\$ -	\$ -
Office Expenses/Supplies	\$ -	\$ -	\$ -	\$ -	\$ -
Program Materials	\$ -	\$ -	\$ -	\$ -	\$ -
Housekeeping Supplies	\$ -	\$ -	\$ -	\$ -	\$ -
Information Technology Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Operating Expenses</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Other Expenses</b>					
Capital Assets					
Computers (replacement/repairs)	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Other Expenses</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Expenses</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Administrative Cost</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Invoice Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

The undersigned, under penalty of perjury, states that the above claim and the items as therein set out are true and correct, that no part thereof has heretofore been paid, and that the amount herein is justly due this claimant, and that the same is presented within one year after the last item thereof has accrued. Furthermore, if I am a county or district employee, I also certify that I have deducted the value of any personal gain I may have received including, but not limited to, cash back earned on a personal credit card, frequent flier miles, and room-stay rewards.

\_\_\_\_\_  
Authorized Fiscal Signature

\_\_\_\_\_  
Date

**Mental Health Services Act  
Kings View Wellness Center  
Quarterly Report**

1. Quarter: \_\_\_\_\_ Year: \_\_\_\_\_

2. Please provide the following unduplicated Participant demographic information:

Age Group	Number of Full Service Partners (FSP)	Number of Non FSP Participants
Children / Youth (0-15)		
Transition Age Youth (16-25)		
Adults (26-59)		
Older Adults (60 +)		

Gender	Number of Participants
Male	
Female	
Transgender	
Other	

Race/Ethnicity	Number of Participants
Caucasian	
Black/African American	
Hispanic	
Asian/Pacific Islander	
Native American	
Other or Unknown	
Multiple Races	

Status	Number of Participants
Consumers	
Family Members	
Both	
Decline to State	
Unknown	

3. How many unduplicated people have you served?

4. What percent of the people served have participated in at least one activity or group?

5. In the last quarter, how has the Wellness Center been Participant directed?

**EXHIBIT D**

6. How many Participants in the Program contributed to the planning and direction of the Program (i.e. through the activities in #5 on membership on boards)?
  
7. What opportunities have Participants had to interact with the community (including, but not limited to, volunteering)?
  
8. What are the Wellness Center Operating Hours?
  
9. Please fill out the following information for each staff position that was occupied during the last quarter. (If you need another row in the table, click in the bottom right cell then press the tab key)

Job Title	Brief Description	Filled by a Consumer? (Yes/No)

10. Please fill out the following information for each volunteer position that was occupied during the last quarter. (If you need another row in the table, click in the bottom right cell then press the tab key)

Title	Brief Description	Filled by a Consumer? (Yes/No)

11. What partnerships with other community groups have been fostered this quarter?

12. Please fill out the following information for each resource the Wellness Center referred to during the last quarter.

Resource	Number of People Referred

**EXHIBIT D**

13. What individual services and scheduled activities were provided during this past quarter? Please use the following tables to complete this question (If you need another row in the table, click in the bottom right cell, then press the tab key)

- Workshop

Description	Length	How Often Does it Meet?	Is the facilitator a volunteer or employee?	Average Number of Participants per Meeting

- Activities and Groups

Description	Length	How Often Does it Meet?	Is the facilitator a volunteer or employee?	Average Number of Participants per Meeting

- 12-Step Recovery Meetings

Description	Length	How Often Does it Meet?	Is the facilitator a volunteer or employee?	Average Number of Participants per Meeting

14. What transportation services that increase access to the Program have you arranged?

	Number of People	Number of Passes or Rides Given
Bus Passes		
Rides Provided by the Wellness Center		

15. Please share any progress, successes, potential problems or potential barriers you have had this past quarter.

16. Please include the following as attachments: Participant satisfaction survey results, monthly calendar of activities and events, wellness program newsletter, and any other materials you would like to include.

**Mental Health Services Act  
Kings View Wellness Center  
Annual Report**

1. Fiscal Year: \_\_\_\_\_
2. Please provide the following unduplicated Participant demographic information:

Age Group	Number of Full Service Partners (FSP)	Number of Non FSP Participants
Children / Youth (0-15)		
Transition Age Youth (16-25)		
Adults (26-59)		
Older Adults (60 +)		

Gender	Number of Participants
Male	
Female	
Transgender	
Other	

Race/Ethnicity	Number of Participants
Caucasian	
Black/African American	
Hispanic	
Asian/Pacific Islander	
Native American	
Other or Unknown	
Multiple Races	

Status	Number of Participants
Consumers	
Family Members	
Both	
Decline to State	
Unknown	

3. How many unduplicated people have you served?
4. How many Participants in the Program contributed to the planning and direction of the Program (i.e. through the activities in #5 of the Quarterly Progress Reports of the membership on boards)?



## Certificate Of Completion

Envelope Id: 5D2870D0746844A49489ED08C5216C33	Status: Completed
Subject: Please DocuSign: Agr.AS.MHSA.KingsView.WellnessCenter.2023.Fnl.docx	
Source Envelope:	
Document Pages: 24	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Patricia Pratt
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	ppratt@co.shasta.ca.us
	IP Address: 192.159.8.107

## Record Tracking

Status: Original 9/14/2020 2:30:36 PM	Holder: Patricia Pratt ppratt@co.shasta.ca.us	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: County of Shasta	Location: DocuSign

## Signer Events

Signer Events	Signature	Timestamp
County Counsel countycounsel@co.shasta.ca.us Security Level: Email, Account Authentication (None)	<b>Completed</b>  Using IP Address: 192.159.8.102	Sent: 9/15/2020 8:36:14 AM Viewed: 9/16/2020 12:07:56 PM Signed: 9/16/2020 12:08:27 PM

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Alan Cox  
acox@co.shasta.ca.us  
Deputy County Counsel III, County of Shasta  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
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Signature Adoption: Pre-selected Style  
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Sent: 9/16/2020 12:08:29 PM  
Viewed: 9/17/2020 9:40:39 AM  
Signed: 9/17/2020 9:40:54 AM

### Electronic Record and Signature Disclosure:

Accepted: 9/17/2020 9:40:39 AM  
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Risk Management  
supportservicescontracts@co.shasta.ca.us  
Security Level: Email, Account Authentication (None)

**Completed**

Using IP Address: 192.159.8.102

Sent: 9/17/2020 9:40:58 AM  
Viewed: 9/17/2020 12:03:00 PM  
Signed: 9/17/2020 12:03:14 PM

### Electronic Record and Signature Disclosure:

Accepted: 9/17/2020 12:03:00 PM  
ID: 0949467a-f607-4e70-8ba6-dea8505bc874

James Johnson  
jdjohnson@co.shasta.ca.us  
Risk Management Analyst III  
Security Level: Email, Account Authentication (None)

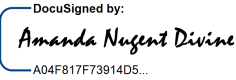
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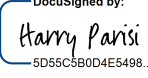
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### Electronic Record and Signature Disclosure:

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ID: 15417de0-ae2d-4dcf-988c-90a227ba9977

Signer Events	Signature	Timestamp
<p>Amanda Nugent Divine  anugentdivine@kingsview.org  CEO  Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:    A04F817F73914D5...</p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 73.192.141.210</p>	<p>Sent: 9/17/2020 12:04:43 PM  Viewed: 9/17/2020 1:50:31 PM  Signed: 9/17/2020 1:50:43 PM</p>

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<p>Harry Parisi  Harry.parisi@gmail.com  Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:    5D55C5B0D4E5498...</p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 73.185.93.41</p>	<p>Sent: 9/17/2020 1:50:48 PM  Resent: 9/18/2020 8:43:23 AM  Viewed: 9/18/2020 10:08:37 AM  Signed: 9/18/2020 10:09:41 AM</p>
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Certified Delivered	Security Checked	9/18/2020 10:08:37 AM
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<b>Electronic Record and Signature Disclosure</b>		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, County of Shasta (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact County of Shasta:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [jhope@co.shasta.ca.us](mailto:jhope@co.shasta.ca.us)

### **To advise County of Shasta of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [jhope@co.shasta.ca.us](mailto:jhope@co.shasta.ca.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from County of Shasta**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [jhope@co.shasta.ca.us](mailto:jhope@co.shasta.ca.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with County of Shasta**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [jhope@co.shasta.ca.us](mailto:jhope@co.shasta.ca.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Shasta as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Shasta during the course of your relationship with County of Shasta.