

**AGREEMENT
BETWEEN
THE COUNTY OF TEHAMA
AND
34 STRONG, INC.**

This agreement is entered into between the County of Tehama, through its Health Services Agency, (“County”) and 34 Strong, Inc. (“Contractor”) for the purpose of strategic planning consultation services.

1. RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall perform the services outlined in the “Proposal for Strategic Planning Services,” attached and incorporated hereto as Exhibit B.

2. RESPONSIBILITIES OF THE COUNTY

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement. County will not disclose confidential information to the extent permitted by law. County will provide Contractor notice of a disclosure.

3. COMPENSATION

Contractor shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit B, after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall not exceed \$73,275.00. Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Contractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Contractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Contractor agrees that County has no obligation, whatsoever, to compensate or reimburse Contractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Contractor that exceed the Maximum Compensation amount set forth above. Should Contractor receive any such

payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. BILLING AND PAYMENT

On or before the 15th of each month, Contractor shall submit to County an itemized invoice for all services rendered during the preceding calendar month. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice. County shall be obligated to pay only for services properly invoiced in accordance with this section.

5. TERM OF AGREEMENT

This agreement shall commence on January 14, 2025, and shall terminate June 30, 2025, unless terminated in accordance with section 6 below.

6. TERMINATION OF AGREEMENT

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Health Services Agency Executive Director.

7. ENTIRE AGREEMENT; MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or

alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. NONASSIGNMENT OF AGREEMENT

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 the County.

9. EMPLOYMENT STATUS

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 services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to ensure that the 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, which would be withheld from compensation of Contractor, 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.

10. INDEMNIFICATION

Contractor shall defend, hold harmless, and indemnify Tehama 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), damages, judgments, or

decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11. INSURANCE

Contractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

12. PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or

contract was not a “public work.” To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. NON-DISCRIMINATION

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14. GREEN PROCUREMENT POLICY

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction’s contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

15. COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

16. LAW AND VENUE

This agreement shall be deemed to be made in and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17. AUTHORITY

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18. NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

If to County:	Tehama County Health Services Agency Attn: Executive Director PO Box 400 Red Bluff, CA 96080 (530) 527-8491
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If to Contractor:	34 Strong, Inc. 8153 Elk Grove Blvd #20 Elk Grove, CA 95758 (916) 997-1579
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Notice shall be deemed to be effective two days after mailing.

19. NON-EXCLUSIVE AGREEMENT

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

20. STANDARDS OF THE PROFESSION

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

21. LICENSING OR ACCREDITATION

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

22. RESOLUTION OF AMBIGUITIES

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

23. NO THIRD-PARTY BENEFICIARIES

Neither party intends that any person shall have a cause of action against either of them as a third-party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

24. HAZARDOUS MATERIALS

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

25. HARASSMENT

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

26. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

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. Civil 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.

27. EXHIBITS

Contractor shall comply with all provisions of Exhibits A through B, attached hereto and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA

Date: _____

Jayme S. Bottke, Executive Director

34 STRONG, INC.

Date: _____

Zane Grace, Gov. Services Specialist

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less

than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an “occurrence” basis, rather than a “claims made” basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include “Tehama County, its elected officials, officers, employees and volunteers” as an additional insured.

The certificate holder shall be “County of Tehama.”

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor’s liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that “coverage shall not be reduced or canceled without 30 days’ prior written notice certain to the County.”

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Exhibit B



Strong

**Proposal for
Strategic Planning Services**

PREPARED BY:
Craig Isaak
34 Strong

Company Background

34 Strong has become a nationally recognized leader in helping government leaders build empathetic, inclusive, high-performing workplace cultures. 34 Strong's program is dedicated to helping clients create great places to work by intentionally shaping company culture rather than leaving it to chance.

Client Testimonials

Nothing is more important to us than the satisfaction of those we work with. Below are just a few of the many positive messages we've received from our partners.

"34 Strong leveraged a strengths-based approach to focus on developing the strengths of the team to impact performance, drive results, improve collaboration, and increase employee engagement."
-Captain Catherine Chew, U.S. Food and Drug Administration (FDA)

"Over the last 8 years, 34 Strong has served CDPH through custom workforce development programs for leaders, managers, and individual contributors. Outcomes have included improved productivity, turnover, stakeholder satisfaction, communication, and employee engagement."
-Tara Naisbitt, California Department of Public Health (CDPH)



Draft Scope of Work

Tehama County Health Services is looking to develop a strategic plan to provide a clear roadmap for achieving its mission to protect and improve community health. The strategic plan will help prioritize resources, align efforts with community needs, and set measurable goals. It will also enhance organizational efficiency by guiding decision-making and resource allocation, ensuring that the organization can respond effectively to public health challenges.

Phase 1: Discovery

In this initial phase, we will conduct comprehensive interviews with your key stakeholders to gather insights and perspectives. The findings will be compiled into a "Discovery Findings Report," which will be presented in a detailed meeting. This phase is crucial for understanding your unique challenges and opportunities, ensuring that the strategic plan is tailored specifically to your needs.

Deliverables include:

- **Interview Protocol:** A structured guide outlining the questions and topics to be covered during stakeholder interviews, ensuring consistency and depth in the information gathered.
- **Discovery Findings Report/Presentation:** A comprehensive document and accompanying presentation summarizing key insights from stakeholder interviews, highlighting challenges, opportunities, and initial recommendations.

Phase 2: Foundation

During this phase, we will work with you to clarify, simplify, and align your mission, vision, and values. This alignment is essential for ensuring that all strategic initiatives are grounded in a clear and unified purpose, which is vital for achieving long-term success and coherence across your government operations. Deliverables include:

- **Mission Statement:** A concise statement that articulates your organization's core purpose and reason for existence, serving as a foundation for all strategic decisions.
- **Vision Statement:** A forward-looking declaration that describes your organization's long-term aspirations and desired future state, guiding strategic direction and decision-making.
- **Values:** A set of core principles that define the ethical standards and cultural priorities of your organization, shaping behavior and decision-making across all levels.

Phase 3: Commitment

In this phase, we will deliver a comprehensive strategic plan report, including a one-page executive summary for easy reference by your leadership. We will also capture your goals and objectives and develop an accountability scoreboard to track key performance indicators (KPIs). This phase is crucial for setting measurable goals and ensuring that there is a clear framework for tracking progress and holding stakeholders accountable. Deliverables include:

- **Strategic Plan Report / 1 Page Summary:** A detailed document outlining the strategic goals, initiatives, and action plans, accompanied by a one-page summary for quick reference by leadership.
- **Goals & Objectives:** Specific, measurable targets that align with your mission and vision, providing clear direction for achieving desired outcomes.
- **Success Metrics and Accountability "KPI Tracker":** A tool that tracks key performance indicators (KPIs), allowing you to monitor progress, measure success, and hold stakeholders accountable for results.

Phase 4: Sustainability

We will provide a detailed rollout and communication plan to ensure smooth project management and to secure buy-in from your staff at all levels. This phase is key for maintaining momentum and ensuring that the strategic plan is effectively implemented, with clear communication channels to support ongoing engagement and adaptation. Deliverables include:

- **Rollout Plan:** A step-by-step guide that outlines the process for implementing the strategic plan, ensuring smooth execution and alignment across the organization.
- **Communications Strategy:** A comprehensive plan that details how information will be communicated throughout the organization, ensuring transparency, engagement, and support for the strategic plan.

STRATEGIC PLANNING SERVICES (EST. JANUARY - JUNE 2025)

Phase 1: Discovery

- Initial Intro Discussion w/ Client (1 Hour Session)
- Project Kickoff Meeting (1 Hour Session)
- Collect and Review Existing Documentation
- Develop Interview Protocols
- Conduct Up to 12 Interviews (1 Hour Sessions)
- Conduct Up to 4 Focus Groups (2 Hour Sessions)
- 34 Strong Project Management Included
- Implement Data Collection Survey
- Review Phase 1 Findings
- Develop and Deliver **Discovery Findings Report/Presentation**

Phase 2: Foundations

- Mission/Vision/Values Workshop - Staff (2 Hour Session)
- Mission/Vision/Values Workshop - Leadership (2 Hour Session)
- Develop and Deliver finalized **Mission/Vision/Values Report**

Phase 3: Commitment

- G&O Meetings with Leadership (Up to 2 Sessions, 2 Hours Each)
- Develop KPI Tracker
- Develop Draft Strategic Plan (Full Report + 1 Page Summary)
- Facilitate Strategic Plan Review/Feedback Process (Up to 6 Hours)
- Draft Strategic Plan Walkthrough Meeting (1.5 Hour Session)
- Revise Strategic Plan Based on Leadership Feedback
- Develop and Deliver **Final Strategic Plan + 1 Page Summary**

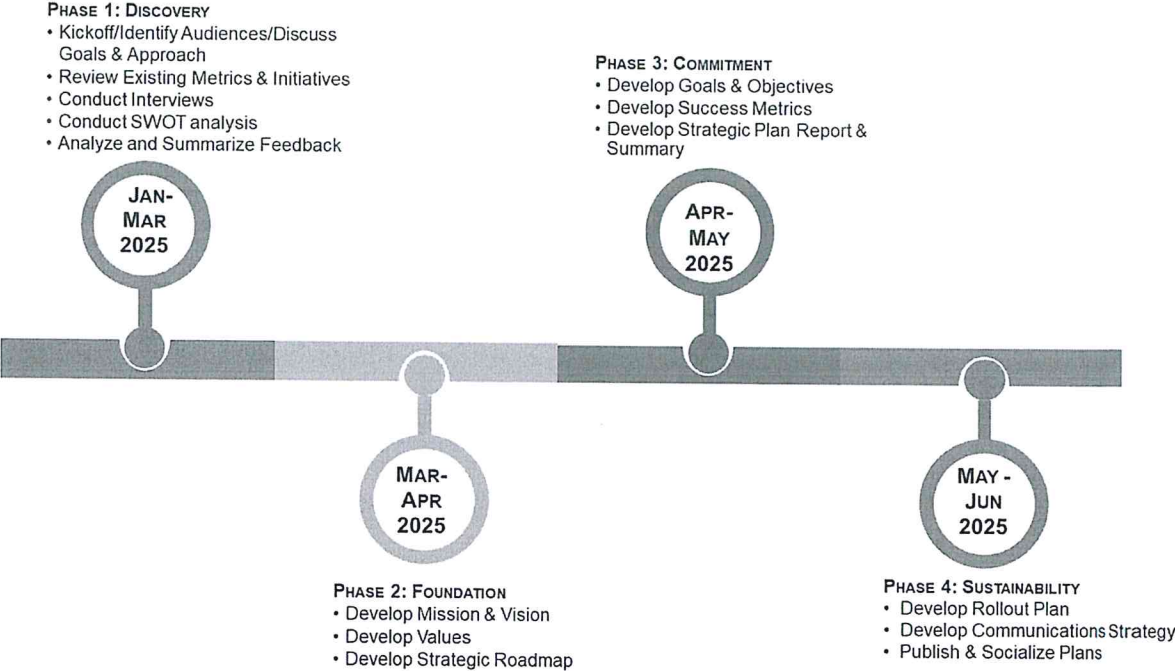
Phase 4: Sustainability

- Develop Internal and External Rollout Plan
- Facilitate Rollout Plan Review/Feedback Process (1 Hour w/ Leadership)
- Develop Communication Plan
- Facilitate Communication Plan Review/Feedback Process (1 Hour w/ Leadership)
- Final Meeting w/ Leadership to Walk Through Plans + Discuss Implementation

\$73,275.00

*Services are delivered virtually unless in-person is specified. Workshop materials will be sent digitally and printed at the client's discretion. In-person engagements can be accommodated and would require additional costs for travel, hotel, meals, materials, etc.

Draft Timeline (Final TBD)



Terms and Conditions

PRICING

Pricing is all-inclusive for consultants and materials as broken down within the Scope of Work. Q12 surveys, CliftonStrengths codes, and Materials are included only as noted in the proposal.

VIRTUAL DELIVERY

Unless otherwise stated, prices reflect virtual delivery of services. Materials will be sent virtually and may be printed at the client's discretion. Client will ensure every participant in a virtual 34 Strong workshop has access to a computer with audio and video, which is necessary to participate. For hybrid sessions, where the client meets in person and the 34 Strong facilitator joins virtually, the client will provide necessary conferencing equipment such as a zoom room or owl camera.

SCOPE CHANGES

If the Scope of Work changes, 34 Strong will obtain written verification of approval from the client, including but not limited to email communications, prior to schedule/delivery of services or materials. Client understands that approval of additional materials/services will carry additional costs, reflective of the rates in the Scope of Work. If additional materials/services are not reflected on the Scope of Work, 34 Strong will provide pricing for the services and materials requested for approval prior to schedule and delivery of services. 34 Strong will require at least 10 business days prior to shipping materials in order to guarantee additional materials requests.

SCHEDULING, CANCELLATIONS, AND RESCHEDULING

- Scheduling of services is dependent on mutual availability of Client participants and 34 Strong staff.
- If the client cancels a workshop within 10 business days of training, 34 Strong will be compensated in full for the allocated time and any rescheduled workshop(s) will be billed at the rates outlined in the Scope of Work. Any travel costs and material shipping fees incurred for all sessions will be reimbursable by the client. These fees incurred may also be subject to a 15% administrative fee at 34 Strong's discretion.
- If a coaching session is canceled or rescheduled within 24 hours of the session, 34 Strong will be compensated in full for the allocated time and any rescheduled coaching session(s) will be billed at the rates outlined in the Scope of Work. These fees incurred may also be subject to a 15% administrative fee at 34 Strong's discretion.
- Should 34 Strong need to cancel a scheduled workshop or coaching session prior to that scheduled meeting, 34 Strong will make up that meeting time to the Client regardless of whether 24 hours' notice was given.

INDEMNIFICATION

Client agrees to defend and indemnify 34 Strong and all its agents and affiliates against any use of Q12, CliftonStrengths, or any other Gallup intellectual property by the Client which violates Gallup's terms of use or other protections.

NON-DISCLOSURE

This contract, including any addendums/attachments and any other materials received by the client throughout the course of delivering this contract may include confidential or proprietary information and may be used only by the person or entity to which it is addressed. The Client agrees not to disseminate, distribute, or copy any portion of this contract or other materials without prior permission from 34 Strong.

In return, 34 Strong acknowledges that this contract, including any addendums and attachments, may include confidential and/or proprietary information, and may be used only by the person or entity to which it is addressed. Therefore, by signing this contract, 34 Strong Inc. agrees not to disseminate, distribute or copy any portion of this contract or any other proprietary information without prior permission from client.

If the reader of this contract is not the person or entity to which it is addressed or his or her authorized agent, the reader is hereby notified that any dissemination, distribution or copying of this contract is prohibited. If you have received this contract in error, please notify 34 Strong Inc. by calling (916) 997-1579 and destroy this contract immediately.

GENERAL PAYMENT TERMS

- Contracts under \$10,000 require full payment due at signing. Contracts over \$10,000 require a 10% non-refundable retainer + remainder due upon delivery.
- NET 30 will be used for all invoices.
- Clients may choose to pay via Credit/Debit Card or submit a check. Checks are to be made out to 34 Strong Inc.
- If payment is not received within 60 calendar days after the due date on the invoice, Client’s account will be charged a 1.5% penalty fee per month (18% per year) and a late notice will be sent along with the invoice including the penalty fee.
- If payment is not received within 90 days after the due date, the Client’s account will be suspended and payment will be demanded immediately. Service will not continue until all payments are made.

Acceptance

I am authorized to approve the execution of this contract and hereby agree to the terms of this contract and any included attachments. Service will begin upon the signing of this contract.

34Strong:

Tehama County:

Craig Isaak

Minnie Sagar