

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
AREA 1 AGENCY ON AGING
AND
COUNTY OF HUMBOLDT
FOR FISCAL YEARS 2023 - 2024 THROUGH 2025 - 2026**

This Agreement, entered into this __ day of _____, 2023, by and between the AREA 1 AGENCY ON AGING a California Non-profit, hereinafter referred to as “A1AA,” and the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and is made upon the following considerations:

WHEREAS, A1AA desires to retain a qualified professional to conduct CalFresh Healthy Living eligible policy, systems, and environmental change (PSE) work, direct education and indirect education; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, A1AA has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, COUNTY represents that it is adequately trained, skilled, experienced and qualified to perform CalFresh Healthy Living eligible policy, systems, and environmental change (PSE) work, direct education and indirect education required by A1AA.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

COUNTY agrees to provide the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference as if set forth in full. In providing such services, COUNTY agrees to fully cooperate with the A1AA Manager, Meghan Gallagher or a designee thereof, hereinafter referred to as “Director.”

2. TERM:

This Agreement shall begin on October 1, 2023, and shall remain in full force and effect until September 30, 2026, unless sooner terminated as provided herein.

3. TERMINATION:

A. Termination for Cause. A1AA may, in its sole discretion, immediately terminate this Agreement, if COUNTY fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.

B. Termination without Cause. A1AA may terminate this Agreement without cause upon Sixty (60) days advance written notice which states the effective date of the termination.

- C. Termination due to Insufficient Funding. A1AA's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, A1AA shall, at its sole discretion, determine whether this Agreement shall be terminated. A1AA shall provide COUNTY seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation upon Termination. In the event this Agreement is terminated, COUNTY shall be entitled to compensation for uncompensated services provided pursuant to the terms and conditions set forth herein through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to A1AA due to a breach of this Agreement by COUNTY.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by A1AA for services rendered and travel expenses incurred, pursuant to the terms and conditions to this Agreement is One Hundred Fifty Thousand Dollars (\$150,000.00). In no event shall the maximum amount paid under this Agreement exceed Fifty Thousand Dollars (\$50,000.00) for fiscal year 2023-2024, Fifty Thousand Dollars (\$50,000.00) for fiscal year 2024-2025, and Fifty Thousand Dollars (\$50,000.00) for fiscal year 2025-2026. COUNTY hereby agrees to perform any and all services required by this Agreement for an amount not to exceed such maximum dollar amount. If local, state or federal funding or allowance rates are reduced or eliminated, the maximum amount payable by A1AA for services provided hereunder may, by amendment or notice, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. Additional Services. Any additional services not otherwise set forth herein shall not be provided by COUNTY, or compensated by A1AA, without A1AA's prior written authorization. Any and all unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of COUNTY. COUNTY shall notify A1AA, in writing, at least six (6) weeks prior to the date upon which COUNTY estimates that the maximum payable amount will be reached.

5. PAYMENT:

COUNTY shall submit to A1AA quarterly invoices substantiating the costs and expenses incurred pursuant to the terms and conditions of this Agreement within thirty (30) days after the end of each month. COUNTY shall submit a final invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Invoices shall be prepared using a format that is substantially similar to the format set forth in Exhibit C – Sample Invoice Form, which is attached hereto and incorporated herein by reference as if set forth in full. Payment for any and all costs and expenses incurred pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices. Any and all invoices submitted pursuant to the terms and conditions of this Agreement shall be sent to A1AA at the following address:

A1AA: Area 1 Agency on Aging

Attention: Claudette Lemon, Director of Finance
333 J Street
Eureka, CA 95501

6. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

A1AA: Area 1 Agency on Aging
Attention: Meghan Gallagher, Calfresh Manager
333 J Street
Eureka, CA 95501

COUNTY: Humboldt County DHHS, Public Health
Attention: Attention: Elaine Hogan, Program Services Coordinator
908 7th Street
Eureka, California 95501

7. REPORTS:

COUNTY agrees to provide A1AA with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. COUNTY shall submit ONE (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable local, state and federal accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. COUNTY agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided pursuant to the terms and conditions of this Agreement, and to maintain and preserve said records for at least three (3) years from the date of final payment hereunder, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Such records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.

B. Inspection of Records Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of COUNTY, and its subcontractors, related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. COUNTY hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by A1AA and any other duly authorized local, state and/or federal agencies. COUNTY further agrees to allow interviews of any of its employees who might reasonably have information related to such records by A1AA and any other duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs of administering this Agreement.

- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because COUNTY's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by A1AA.

9. MONITORING:

COUNTY agrees that A1AA has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor COUNTY's records, policies, procedures and overall business operations, at any time, in order to ensure compliance with the terms and conditions of this Agreement. COUNTY shall cooperate with a corrective action plan, if deficiencies in COUNTY's records, policies, procedures or business operations are identified by A1AA. However, A1AA is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of COUNTY's performance hereunder.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, COUNTY may receive information that is confidential under local, state or federal law. COUNTY hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Requirements. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE :

- A. Nondiscriminatory Delivery of Social Services. In connection with the execution of this Agreement, COUNTY, and its subcontractors, shall not unlawfully discriminate in the administration of public assistance and social services programs. COUNTY hereby assures that

no person shall be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving local, state or federal financial assistance because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. A1AA reserves the right to monitor the services provided hereunder in order to ensure compliance with the requirements of this provision.

- B. Professional Services and Employment. In connection with the execution of this Agreement, COUNTY, and its subcontractors shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age, over forty (40) years of age; sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics; mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any and all applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require the employment of unqualified persons.
- C. Compliance with Anti-Discrimination Laws. COUNTY further assures that it, and its subcontractors will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

12. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, COUNTY certifies that it is not a Nuclear Weapons COUNTY, in that COUNTY is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. COUNTY agrees to notify A1AA immediately if it becomes a Nuclear Weapons COUNTY as defined above. A1AA may immediately terminate this Agreement if it determines that the foregoing certification is false or if COUNTY subsequently becomes a Nuclear Weapons COUNTY.

13. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, COUNTY certifies that it will provide a drug-free workplace in accordance with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, *et seq.*), by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. COUNTY's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation and employee assistance programs; and
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this Agreement will:
 - 1. Receive a copy of COUNTY's Drug-Free Policy Statement; and
 - 2. Agree to abide by COUNTY's Drug-Free Policy as a condition of employment.
- D. Effect of Non-Compliance. Failure to comply with the requirements set forth herein may result in termination of this Agreement and/or ineligibility for award of future contracts.

14. INDEMNIFICATION:

- A. Indemnification of A1AA. COUNTY shall hold harmless, defend and indemnify A1AA and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, COUNTY's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Indemnification of COUNTY. A1AA shall hold harmless, defend and indemnify A1AA and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, A1AA's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of A1AA.

- C. Comparative Fault: Notwithstanding paragraphs A and B above, in the event that both parties are held to be negligently or willfully responsible, each party will bear their own proportionate share of liability as determined in any such proceeding. Each part will bear their own costs and attorney fees in such case.
- D. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve COUNTY from liability under this provision. This provision shall apply to all claims for damages related to COUNTY's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

15. INSURANCE REQUIREMENTS:

- A. Prior to the commencement of any work under this Agreement, the COUNTY shall provide for the term of this Agreement, the following insurance:
 - 1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by A1AA or CDA in cases of higher than usual risks.
 - 2. Automobile liability, including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement.
 - 3. If applicable, or unless otherwise amended by future regulation, the Subrecipient and its subcontractors shall comply with the Public Utilities Commission General Order No. 115-G which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
 - a. \$750,000 if seating capacity is under 8 b.
 - \$1,500,000 if seating capacity is 8- 15.
 - c. \$5,000,000 if seating capacity is over 15.
 - 4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions.
- B. The insurance will be obtained from an insurance company acceptable to A1AA and the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).
- C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM. D.

The COUNTY shall notify A1AA within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- E. Insurance obtained through commercial carriers shall meet the following requirements:

1. The Certificate of Insurance shall provide the statement: "The Area 1 Agency on Aging, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the Area 1 Agency on Aging under this Agreement." Professional liability coverage is exempt from this requirement.
 2. The Area 1 Agency on Aging shall be named as the certificate holder and its address, 333 J Street, Eureka, CA 95501 must be listed on the certificate.
- F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the COUNTY agrees to provide A1AA, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the COUNTY fails to keep in effect at all times said insurance coverage, A1AA may, in addition to any other remedies it may have, terminate this Agreement.
- G. The COUNTY shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code, and the COUNTY affirms to comply with such provisions before commencing the performance of the work under this Agreement [Labor Code Section 3700].
- H. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms and conditions of this Agreement shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

A1AA: Area 1 Agency on Aging
 Attention: Claudette Lemon, Director of Finance
 333 J Street
 Eureka, CA 95501

COUNTY: County of Humboldt
 Attention: Risk Management
 825 Fifth Street, Room 131
 Eureka, California 95501

16. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that COUNTY shall not be entitled to any benefits to which A1AA employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. COUNTY shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. COUNTY agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to the services provided

pursuant to the terms and conditions of this Agreement.

- B. Licensure Requirements. COUNTY agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the services provided pursuant to the terms and conditions of this Agreement, including, without limitation, the business licensure requirements set forth in Section 811-6(b) of the Humboldt County Code.
- C. Accessibility Requirements. COUNTY agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- D. Conflict of Interest Requirements. COUNTY agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, AIAA's Conflict of Interest Code, all as may be amended from time to time.

18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

19. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.

20. PROTOCOLS:

Both parties agree that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated, determined and agreed upon by both parties hereto.

21. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

22. ASSIGNMENT:

Neither party shall delegate its duties or assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by COUNTY in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

23. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

24. WAIVER OF DEFAULT:

The waiver by either party of any breach of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by A1AA constitute a waiver of any breach of this Agreement which may then exist on the part of COUNTY. Nor shall such payment impair or prejudice any remedy available to A1AA with respect to the breach or default. A1AA shall have the right to demand repayment of, and COUNTY shall promptly refund, any funds which A1AA determines were not expended in accordance with the terms and conditions of this Agreement.

25. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

26. AMENDMENT:

This Agreement may be amended at any time upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

27. STANDARD OF PRACTICE:

COUNTY warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. COUNTY's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

28. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by COUNTY shall become the property of A1AA. However, COUNTY may retain copies of such documents, information and reports for its records. In the event this Agreement is terminated, for any reason whatsoever, COUNTY shall promptly turn over all such documents, information and reports to A1AA without exception or reservation.

29. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

30. ADVERTISING AND MEDIA RELEASE:

Any and all informational material related to this Agreement shall receive approval from A1AA prior

to being used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. COUNTY shall inform A1AA of any and all requests for interviews by the media related to this Agreement before such interviews take place; and A1AA shall be entitled to have a representative present at such interviews. Any and all notices required by this provision shall be given to Director in accordance with the notice requirements set forth herein.

31. SUBCONTRACTS:

COUNTY shall obtain prior written approval from A1AA before subcontracting any of the services to be provided pursuant to the terms and conditions of this Agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security and confidentiality requirements set forth herein. COUNTY shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, any and all services provided by third parties under subcontracts, whether approved by A1AA or not.

32. ATTORNEYS' FEES:

If either party shall commence any legal action, including, without limitation, an action for declaratory relief, against the other by reason of the alleged failure of the other to perform any of its obligations hereunder, the party prevailing in said action shall be entitled to recover court costs and reasonable attorneys' fees, including, but not limited to, the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, the term "prevailing party" means the party who dismisses an action in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

33. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 3 – Compensation upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this Agreement.

34. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

35. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

36. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

37. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

38. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations between the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

39. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Agreement, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement and any amendments hereto.

40. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Name: _____

Title: _____

AREA 1 AGENCY ON AGING:

By: _____

Date: _____

Name: _____

Title: _____

LIST OF EXHIBITS:

- EXHIBIT A - SCOPE OF SERVICES
- EXHIBIT B - SCHEDULE OF RATES
- EXHIBIT C - INVOICE TEMPLATE

EXHIBIT A
SCOPE OF SERVICES

County of Humboldt
For Fiscal Years 2023-2024 through 2025-2026

The COUNTY shall provide evidence-based education on healthy eating, physical activity, and active transportation including walking, bicycling, and rolling to the older adults in accordance with SNAP-Ed requirements and guidelines.

1. SERVICES:

The COUNTY Shall:

- A. Administer SNAP-Ed in accordance with program requirements, policies/procedures outlined in this Agreement, and in the current FFY federal SNAP-Ed Guidance.
- B. Ensure SNAP-Ed funds made available under this Agreement are used solely for approved, older adult, SNAP-Ed activities.
- C. Implement healthy eating, physical activity, and active transportation programming targeting the SNAP-Ed eligible older adult population in Humboldt County.
- D. Provide SNAP-Ed direct and indirect education activities based on CDA-approved, evidence-based, nutrition education and obesity prevention programs. SNAP-Ed activities must align with specific key messaging that meets the current Dietary Guidelines for Americans as follows:
 - a. Follow a healthy dietary pattern at every life stage. Customize and enjoy nutrient-dense food and beverage choices to reflect personal preferences, cultural traditions, and budgetary considerations. Focus on meeting food group needs with nutrient-dense foods and beverages and staying within calorie limits.
 - b. Limit foods and beverages higher in added sugars, saturated fat, and sodium, and limit alcoholic beverages.
- E. Ensure SNAP-Ed sites meet at least one of the following site eligibility USDA, FNS Guidance Standards:
 - 1. Means-Tested Setting:
 - a. Sites are qualified on the population they serve, and not on their physical location. Only low-income residents receive services at this site. This population qualifies by being eligible for CalFresh, Medi-Cal, public housing, low-income senior apartments, shelters, SSI, Low Income Home Energy Assistance Program (LIHEAP), IHHS, or a food pantry/food bank/Food Distribution on Indian Reservations, etc.
 - 2. Census data:
 - a. The site address must be within an eligible low-income census tract or census block group where at least 50% of the population has income at or below 185 percent of the Federal Poverty Level. If the program is targeting a specific race/ethnicity, the most current data for that group may be used. Use the CalFresh Healthy Living Geographic Information System (CFHL GIS) to identify a qualifying census tract.
 - 3. Surveys:
 - a. Intake Forms. Use Title IIIC participant intake forms to determine that at least 50 percent (50%) of participants have gross incomes at or below 100 percent (100%) of the FPL. Ensure Title IIIC SNAP-Ed site eligibility is evaluated annually, and the eligibility

- documentation records are kept on file at the contracting agency.
- b. Survey – Identify that at least 50 percent (50%) of participants have gross incomes at or below 185 percent (185%) of the FPL.
- c. California Department of Aging CF-2223 Agreement
- 4. Qualifying Farmers Markets:
 - a. If the Farmer’s Market is not in an allowable low-income census tract, nutrition education programs must identify whether the farmers’ market accepts CalFresh Electronic Benefits Transfer (EBT). The Local Implementing Agencies (LIA) will need to show that the market is the only place where low-income consumers can buy from local farmers, or that there are only one or two markets that serve this area.

F. Participate in local relevant task forces and/or coalitions.

2. SCHEDULE:

October 1, 2023 – September 30, 2026

3. DELIVERABLES:

By the end of the first year, COUNTY will have:

1. Attended between two and four local coalitions and/or workgroup meetings to support the planning, implementation, and maintenance of active transportation and safe routes interventions.

By the end of the three-year contract period COUNTY will have:

1. Provided evidence-based education on healthy eating, physical activity, and active transportation including walking, bicycling, and rolling to the target populations in settings such as Individual Homes or Public Housing Sites, Bicycle and Walking Paths, Community and Recreation Centers, Congregate Meal Sites & Other Senior Nutrition Centers, Family Resource Centers, Food assistance sites, food banks, and food pantries.
2. Assessed readiness, environment, and client-need at sites in relation to assessing pedestrian and bike safety, as well as community readiness.
3. Engaged local influencers, champions, decision-makers, and, as applicable, Tribal Organizations, to generate support for safe routes and active transportation interventions.
3. Promoted, supported, and reinforced messages consistent with safe routes, physical activity, and healthy eating/beverages. Communication will have occurred through various appropriate channels utilizing signage, handouts, promotional events, and other messaging/communication channels to disseminate information.
4. The COUNTY shall review and monitor the collection of contract data to ensure it is accurately reported.
5. The COUNTY shall attend and participate in required SNAP-Ed contract data collection training.

4. ACCEPTANCE CRITERIA:

COUNTY will meet or exceed all functional, technical, and other requirements and specifications identified by a party for Deliverables.

5. REPORTING REQUIREMENTS:

COUNTY agrees to provide A1AA with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. COUNTY shall submit one (1) electronic copy of any and all reports required hereunder in a format that complies with the Americans with Disabilities Act and any other applicable accessibility laws, regulations and standards. Any and all reports required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

COUNTY will electronically submit SNAP-Ed quarterly data via the Program and Evaluation Reporting System (PEARS) online data reporting system, as follows, or as instructed by A1AA in accordance with the deadlines in the following table:

Quarter	Reporting Period	Due Date
Quarter 1	October 1 - December 31	January 30
Quarter 2	January 1 - March 31	April 30
Quarter 3	April 1 - June 30	July 30
Quarter 4	July 1 - September 30	October 2

COUNTY will in accordance with CDA SNAP-Ed requirements, correct and/or explain questionable data.

COUNTY will correct all errors identified. All corrections shall be submitted to mgallagher@a1aa.org.

COUNTY will verify all quarterly and annual SNAP-Ed data for accuracy in accordance with USDA, FNS, and CDA requirements.

COUNTY will submit quarterly progress reports providing details on the progress and achievements in reaching AAA goals and objectives. A quarterly report form will be provided by CDA and is due thirty (30) days after the end of each quarter. Quarterly reports shall be submitted to mgallagher@a1aa.org.

COUNTY will electronically submit annual FFY SNAP-Ed data reports via the PEARS online data reporting system, as follows, or as instructed by CDA in accordance with the deadline in the following table:

Reporting Period	Due Date
October 1, - September 30	October 2

COUNTY will submit a success story annually. Detailed information for developing the short 1-2 page success story will be provided in future program guidance.

6. PLACE OF PERFORMANCE:

Various sites within Humboldt County, CA

7. A1AA RESPONSIBILITIES:

A1AA is the point of contact between the California Department of Aging and COUNTY. A1AA will inform the contractor of any correspondence that affects program delivery.

EXHIBIT B
SCHEDULE OF RATES
 County of Humboldt DHHS
 For Fiscal Years 2023-2024 through 2025-2026

Fiscal Year 23-24	
A. Personnel Costs	
Total Personnel Costs:	\$47,000.00
D. Operational Costs	
Total Operational Costs:	\$3,000.00
FY 23-24 Total*:	\$50,000
Fiscal Year 24-25	
A. Personnel Costs	
Total Personnel Costs:	\$47,000.00
D. Operational Costs	
Total Operational Costs:	\$3,000.00
FY 24-25 Total*:	\$50,000
Fiscal Year 25-26	
A. Personnel Costs	
Total Personnel Costs:	\$47,000.00
D. Operational Costs	
Total Transportation/Travel:	\$3,000.00
FY 25-26 Total*:	\$50,000
Total	\$150,000