

**PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
REDWOOD COMMUNITY ACTION AGENCY  
FOR FISCAL YEARS 2023-2024 THROUGH 2024-2025**

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Redwood Community Action Agency, a California nonprofit corporation, hereinafter referred to as “CONTRACTOR,” is made upon the following considerations:

WHEREAS, COUNTY, by and through its Department of Health and Human Services – Child Welfare Services (“DHHS – Child Welfare Services”), desires to retain a qualified professional organization to provide administrative support services that are designed to assist with the implementation and operation of the AmeriCorps program in Humboldt County; and

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

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

WHEREAS, CONTRACTOR represents that it is adequately trained, skilled, experienced and qualified to perform the administrative support services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR hereby 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, CONTRACTOR agrees to fully cooperate with the DHHS – Child Welfare Services Director, or a designee thereof, hereinafter referred to as “Director.”

2. TERM:

This Agreement shall begin on July 1, 2023 and shall remain in full force and effect until June 30, 2025, unless extended by a valid amendment hereto or sooner terminated as set forth herein.

3. TERMINATION:

A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Agreement, if CONTRACTOR 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. Either party may terminate this Agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination.

C. Termination due to Insufficient Funding. COUNTY’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, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR 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, CONTRACTOR shall be entitled to compensation for uncompensated services provided hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for any and all services provided, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Seven Hundred Fifty-Five Thousand Three Hundred Sixty-Six Dollars (\$755,366.00). In no event shall the maximum amount paid under this Agreement exceed Three Hundred Seventy-Seven Thousand Six Hundred Eighty-Three Dollars (\$377,683.00) per fiscal year for fiscal years 2023-2024 and 2024-2025. CONTRACTOR hereby agrees to perform any and all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as set forth 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 CONTRACTOR, or compensated by COUNTY, without COUNTY’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 CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly invoices substantiating the costs and expenses incurred pursuant to the terms and conditions of this Agreement no later than thirty (30) days after the end of each month in which services are provided hereunder. CONTRACTOR shall submit a final invoice for payment within thirty (30) days following the expiration or termination of this Agreement. Invoices shall be prepared using a format that is substantially similar to 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 COUNTY at the following address:

COUNTY: Humboldt County DHHS – Child Welfare Services  
Attention: Financial Services  
507 F Street  
Eureka, California 95501

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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.

COUNTY: Humboldt County DHHS – Child Welfare Services  
Attention: Amanda Winstead, Child Welfare Services Director  
2440 Sixth Street  
Eureka, California 95501

CONTRACTOR: Redwood Community Action Agency  
Attention: Lorey Keele, Community Services Director  
904 G Street  
Eureka, California 95501

7. REPORTS:

CONTRACTOR hereby agrees to provide COUNTY with any and all reports that may be required by any local, state and/or federal agencies for compliance with this Agreement. CONTRACTOR shall submit one (1) electronic copy, one (1) hard copy upon request, of any and all reports required pursuant to the terms and conditions of this Agreement 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 pursuant to the terms and conditions of this Agreement 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. CONTRACTOR hereby 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 CONTRACTOR, 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. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any other duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any other duly authorized local, state and/or federal agencies. Any and 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 associated with the administration of 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 CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

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

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR 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, but not limited to, 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. HIPAA Business Associate Requirements. CONTRACTOR hereby agrees to adhere to the terms and conditions set forth in Exhibit D – County of Humboldt HIPAA Business Associate Agreement, which is attached hereto and incorporated herein by reference as if set forth in full.
- C. 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, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the

administration of public assistance and social services programs. CONTRACTOR 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. COUNTY 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, CONTRACTOR, 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. CONTRACTOR 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 herein by reference as if set forth in full.

12. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this Agreement, CONTRACTOR certifies that it is not a Nuclear Weapons Contractor, in that CONTRACTOR 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. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

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13. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it will provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1990 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. CONTRACTOR'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 hereunder will:
  - 1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
  - 2. Agree to abide by CONTRACTOR'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. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY 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, CONTRACTOR'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. Effect of Insurance. Acceptance of the insurance required by this Agreement shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR'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:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations set forth herein, CONTRACTOR, and its subcontractors hereunder, shall take out and maintain, throughout the term of this Agreement, and any extensions thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR or its agents, officers, directors, employees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one (1) incident, including, without limitation, personal injury, death and property damage. If a general aggregate is used, such limit shall apply separately hereto or be twice the required limit.
2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY and its agents, officers, officials, employees and volunteers.
4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability regarding the services provided hereunder. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
  - a. Includes contractual liability.
  - b. Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
  - c. Is the primary insurance with regard to COUNTY.
  - d. Does not contain a pro-rata, excess only and/or escape clause.
  - e. Contains a cross liability, severability of interest or separation of insureds clause.

2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice requirements set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
  3. The inclusion of more than one (1) insured shall not operate to impair the rights of one (1) insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one (1) insured shall not operate to increase the limits of the insurer's liability.
  4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
  5. Any failure to comply with the terms and conditions of this Agreement shall not affect the coverage provided to COUNTY or its agents, officers, officials, employees and volunteers.
  6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to any other available remedies, take out the necessary insurance and deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
  7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all notices regarding the insurance required hereunder shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

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

CONTRACTOR: Redwood Community Action Agency  
 Attention: Lorey Keele, Community Services Director  
 904 G Street  
 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 CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. CONTRACTOR 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. CONTRACTOR hereby 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, including, without limitation, any and all applicable requirements set forth in Exhibit E – Progressive Discipline Policy and Procedure and Exhibit F – Performance Measures, which are attached hereto and incorporated herein by reference as if set forth in full.
- B. Licensure Requirements. CONTRACTOR hereby 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. CONTRACTOR hereby 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 11135 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. CONTRACTOR hereby 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, COUNTY’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:

Each party hereby agrees that the inclusion of additional protocols may be required to make this Agreement specific. All such protocols shall be negotiated 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.

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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 CONTRACTOR 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 COUNTY constitute a waiver of any breach of this Agreement which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR which COUNTY 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 during the term hereof 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 authorized representatives of the parties hereto.

27. STANDARD OF PRACTICE:

CONTRACTOR 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. CONTRACTOR'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 CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents, information and reports for its records. In the event this Agreement is terminated, for any reason whatsoever, CONTRACTOR shall promptly turn over all such documents, information and reports to COUNTY without exception or reservation.

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

31. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY 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. CONTRACTOR 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 COUNTY 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(D) – 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.

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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 of 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.

**TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:**

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

**REDWOOD COMMUNITY ACTION AGENCY:**

By: Val Martinez

Date: 1/11/24

Name: Val Martinez

Title: Executive Director

By: DE Cline

Date: 1/11/24

Name: Don Cline

Title: Finance Director

**COUNTY OF HUMBOLDT:**

By: \_\_\_\_\_  
Steve Madrone, Chair  
Humboldt County Board of Supervisors

Date: \_\_\_\_\_

**INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:**

By: \_\_\_\_\_  
Risk Management

Date: 01/29/2024

**LIST OF EXHIBITS:**

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates
- Exhibit C – Sample Invoice
- Exhibit D – County of Humboldt HIPAA Business Associate Agreement
- Exhibit E – Progressive Discipline Policy and Procedure
- Exhibit F – Performance Measures
- Exhibit G – Sample Report Form

**EXHIBIT A**  
**SCOPE OF SERVICES**  
Redwood Community Action Agency  
For Fiscal Years 2023-2024 through 2024-2025

1. SERVICES:

A. Provision of Administrative Support Services. CONTRACTOR shall provide the following administrative services in accordance with the requirements set forth herein:

1. Adhere to the Policy and Procedures of Prevent Child Abuse California (“PCA CA”) and COUNTY.
2. Work collaboratively with COUNTY in implementing the Assisting Families to Access Change through Resources (“AFACTR”) AmeriCorps program.
3. Recruit, enroll, provide training to and supervise AmeriCorps members.
4. CONTRACTOR shall provide monitoring and oversight to ensure AmeriCorps members provide the following services, as set forth in Exhibit F – Performance Measures of this Agreement:
  - a. AmeriCorps Members will maintain an average caseload of thirty-one (31) to thirty-five (35) parents during their term of service.
  - b. AmeriCorps members will:
    - i. Orient parents to the service site and inform them of available services and resources;
    - ii. Administer the Protective Factors Survey to determine level of family stability/protective factors;
    - iii. Co-develop a Family Action Plan with parents to address specific challenges the family is facing and build key protective factors against child maltreatment;
    - iv. Provide outreach, education, training and referrals for safety net resources, health insurance, health benefits, health-related programs, nutrition, CalFresh, household food security, food support, Earned Income Tax Credit, accessing safe/affordable housing, Alcohol and Other Drug services, mental health services, clothes closet, utility assistance and school/educational support services;
    - v. Facilitate workshops for mutual peer support around parenting and other issues, provide resources and referrals for parents to build and sustain social connections;
    - vi. Provide ongoing family strengthening services through case management, continuous follow-up with parents to check on progress, and complete all associated documentation; and

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- vii. Conduct Community outreach through events, presentations and formal/informal partnerships to educate others about [REDACTED] (“PATH”) AmeriCorps services.

5. Minimum frequency of services:

- a. The total number of family strengthening hours will be at least four (4) hours;
- b. High need parents will participate in at least one (1) family strengthening session per week;
- c. Each family strengthening session will be a minimum of one (1) hour; and
- d. The total number of health education and/or food security support will be a minimum of one (1) hour.

B. Provision of Monitoring and Oversight Services. CONTRACTOR shall follow and adhere to any and all applicable local, state and federal laws, regulations and standards that govern the AmeriCorps program. If CONTACTOR places AmeriCorps members at service site agencies, CONTRACTOR shall be responsible for ensuring that service site agencies adhere to the following regulations:

1. If CONTRACTOR subcontracts with another organization to either administer or host members, the subcontract must contain 45 C.F.R. Chapter XXV, the 2018/2019 AmeriCorps Provisions, site visit information, data collection/reporting policies and procedures, and PCA CA’s progressive discipline policy and procedure. CONTRACTOR must provide copy of all executed subcontracts to PCA CA.
2. CONTRACTOR shall establish and maintain strong collaboration with PCA CA and COUNTY.
3. CONTRACTOR shall establish and maintain strong collaboration with service site agencies by clearly defining the roles and responsibilities thereof and COUNTY.
4. CONTRACTOR shall respond to and communicate with COUNTY regarding matters concerning this Agreement.

C. Provision of Recruitment of AmeriCorps Members Services. Prior to the enrollment of an AmeriCorps member:

1. CONTRACTOR, or its subcontractor, shall actively seek potential AmeriCorps members from the community in which the program will be conducted utilizing inclusive recruitment practices. CONTRACTOR, or its subcontractor, shall also actively seek to include AmeriCorps members of different races and ethnicities, socioeconomic backgrounds, educational levels and genders.
2. CONTRACTOR, or its subcontractor, shall provide reasonable accommodation, including, without limitation, auxiliary aids and services, as defined in section 3(1) of the American Disabilities Act of 1990 (42 U.S.C. Section 12102(1)), based on the individualized need of an AmeriCorps member who is a qualified individual with a disability, as defined in section 101(8) of the American Disabilities Act of 1990 (42 U.S.C. Section 12111(8)).

3. CONTRACTOR shall obtain and maintain documentation demonstrating its AmeriCorps members' eligibility to serve and regarding the successful completion of terms of service. (See, 45 C.F.R. Section 2522.200 for specific requirements.) CONTRACTOR must submit a copy of the document used to verify eligibility to PCA CA prior to approval of the member's enrollment.
4. CONTRACTOR, or its subcontractor, shall attempt to verify if an AmeriCorps applicant has previously served or is currently serving in another AmeriCorps program.
5. CONTRACTOR, or its subcontractor, shall obtain and submit eligibility documentation for each AmeriCorps applicant to PCA CA, along with the Enrollment Notification Form and Acknowledgement/Authorization to Conduct National Service Criminal History Check Memo.
6. CONTRACTOR shall provide any information regarding recruitment of AmeriCorps members to COUNTY upon request.

D. Provision of Enrollment and Retention of AmeriCorps Members Services. During enrollment and for the duration of the AmeriCorps members service commitment:

1. CONTRACTOR shall recruit the number of AmeriCorps members listed in Exhibit B – Schedule of Rates of this Agreement and retain them for the duration of their service commitment.
2. CONTRACTOR, or its subcontractor, shall initiate invitations to serve within the My AmeriCorps system, and ensure that selected applicants accept said invitations no less than five (5) business days prior to the anticipated start date of the applicant's term of service.
3. CONTRACTOR, or its subcontractor, shall review and obtain AmeriCorps member signatures on Member Contracts before the first day of service.
4. CONTRACTOR, or its subcontractor, shall provide AmeriCorps members with the then-current version of the AmeriCorps Member Handbook.
5. CONTRACTOR, or its subcontractor, shall respond to questions posed by AmeriCorps Members, provide clarification and/or seek assistance from PCA CA and COUNTY.
6. CONTRACTOR shall provide any information regarding the enrollment and retention of AmeriCorps members to COUNTY upon request.

E. Provision of Member Files Maintenance Services.

1. CONTRACTOR shall ensure that AmeriCorps members read and sign all documents contained therein on or before the AmeriCorps member's start date.
2. CONTRACTOR, or its subcontractor, shall send, or cause to be sent, the original member file to PCA CA within ten (10) calendar days of the AmeriCorps members' enrollment.
3. CONTRACTOR, or its subcontractor, shall maintain a copy of the Member File, including, without limitation, copies of all documentation subsequent to the AmeriCorps members' enrollment, and will continue to send, or cause to be sent, all original subsequent documentation to PCA CA.

4. Notwithstanding anything to the contrary, CONTRACTOR, or its subcontractor, shall submit the following documentation by fax or e-mail no less than five (5) business days prior to the first day of the member's service:
  - a. AmeriCorps Enrollment form;
  - b. Signature page of member contract;
  - c. Form W-4; and
  - d. AmeriCorps Benefits Form, for AmeriCorps members that elect health care coverage.
5. CONTRACTOR, or its subcontractor, shall submit all necessary member documentation accumulated during the AmeriCorps member's term of service to PCA CA for record-keeping purposes.
6. CONTRACTOR shall provide any information concerning member files to COUNTY upon request.

F. Provision of Supervision and Support of AmeriCorps Members Services.

1. CONTRACTOR, or its subcontractor, shall provide AmeriCorps members with supervision.
2. CONTRACTOR, or its subcontractor, shall ensure that each AmeriCorps member has sufficient opportunity to complete the required number of hours to qualify for a post-service education award.
3. CONTRACTOR, or its subcontractor, shall follow the progressive discipline process outlined in Exhibit E – Progressive Discipline Policy & Procedure of this Agreement.
4. CONTRACTOR shall provide any information concerning supervision and support of AmeriCorps Members to COUNTY upon request.

G. Provision of AmeriCorps Member Benefits Services.

1. PCA CA will pay a living allowance to each AmeriCorps member, as determined by CONTRACTOR, or its subcontractor, within the tier structure established by PCA CA, and as delineated in each AmeriCorps member's Member Contract.
2. CONTRACTOR, or its subcontractor, shall assist AmeriCorps members in determining eligibility and provide opportunity to elect or decline health care and child care benefits.
3. CONTRACTOR, or its subcontractor, shall inform PCA CA immediately following any change in an AmeriCorps member's eligibility for benefits.
4. PCA CA will pay FICA and administer Workers' Compensation benefits for AmeriCorps members.
5. CONTRACTOR shall provide any information concerning member benefits to COUNTY upon request.

H. Provision of Documenting AmeriCorps Member Time and Attendance Services.

1. CONTRACTOR, or its subcontractor, shall ensure that AmeriCorps members have entered their timesheets by the “approved by” date for each pay period as listed on the PCA CA AmeriCorps Living Allowance Schedule, and subsequently approve said timesheets within the same timeframe.
2. CONTRACTOR, or its subcontractor, shall certify that hours listed are true, correct and substantiated.
3. CONTRACTOR shall not include AmeriCorps member hours that cannot be verified toward the completion of an AmeriCorps member’s term of service.
4. CONTRACTOR shall ensure that AmeriCorps members do not accrue service hours during a period of suspension.
5. CONTRACTOR shall provide any information concerning documenting AmeriCorps Member time and attendance to COUNTY upon request.

I. Provision of AmeriCorps Member Exit Services.

1. CONTRACTOR, or its subcontractor, shall monitor and ensure that AmeriCorps members who successfully complete their term of service initiate the exit process in My AmeriCorps within twenty (20) calendar days of the AmeriCorps member ending service.
2. If an AmeriCorps member does not successfully complete their term of service, CONTRACTOR, or its subcontractor, shall submit the following information to PCA CA and COUNTY within five (5) business days of said AmeriCorps member’s last day of service:
  - a. AmeriCorps Exit Form;
  - b. Final Performance Evaluation; and
  - c. Any other relevant documentation.
3. CONTRACTOR shall provide any information concerning AmeriCorps member exit to COUNTY upon request.

J. Provision of Training and Member Development Services.

1. CONTRACTOR shall ensure that its AmeriCorps members spend an aggregate total of no more than twenty percent (20%) of all allocated member hours in training and member development.
2. CONTRACTOR, or its subcontractor, shall ensure that each of its AmeriCorps members attend the PCA CA member orientation, and receives a site specific orientation that begins within the first five (5) calendar days of service.
3. CONTRACTOR, or its subcontractor, shall identify training topics and trainers, develop a training schedule and coordinate trainings for AmeriCorps members.

4. CONTRACTOR shall provide any information concerning training and AmeriCorps member development to COUNTY upon request.

K. Provision of AmeriCorps Member Performance Reviews Services.

1. CONTRACTOR, or its subcontractor, shall conduct and keep a record of at least three (3) of the following written reviews of each AmeriCorps member's performance:
  - a. Initial Performance Assessment conducted within the first five (5) calendar days of the member's service;
  - b. Mid-term Performance Review (a mid-term Performance Review is not required for an AmeriCorps member whose term of service ends prior to the midpoint of their contracted service period; and
  - c. End-of-term Performance Review.
2. CONTRACTOR shall provide any information concerning AmeriCorps member performance reviews to COUNTY upon request.

L. Provision of Special Events Services.

1. CONTRACTOR, or its subcontractor, shall conduct a swearing-in ceremony, which includes, without limitation, recitation of the AmeriCorps Pledge, for all AmeriCorps members.
2. CONTRACTOR, or its subcontractor, shall conduct a graduation ceremony for all AmeriCorps members.
3. CONTRACTOR, or its subcontractor, shall ensure that all AmeriCorps members participate in National Service Days, including, without limitation, all of the following:
  - a. Make a Difference Day;
  - b. Martin Luther King Day of Service or Cesar Chavez Day of Service and Learning;
  - c. AmeriCorps Week; and
  - d. 9/11 Day of Service and Remembrance.
4. CONTRACTOR shall provide any information concerning Special Events to COUNTY upon request.

M. Provision of National Service Identification Services.

1. CONTRACTOR, or its subcontractor, shall identify the Child Welfare System Improvement AmeriCorps program as part of a larger national effort and participate in activities, such as service days and conferences, designed to promote a national identity for all AmeriCorps programs and participants. This provision does not preclude CONTRACTOR, or its subcontractor, from continuing to use its own name as the primary identification, or from using its name, logo or other identifying materials on uniforms or other items.

2. CONTRACTOR, or its subcontractor, shall ensure that all AmeriCorps members wear the AmeriCorps logo or service uniform/gear, and be clearly identified as AmeriCorps members while accruing hours for serving or participating in AmeriCorps member development.
3. CONTRACTOR shall provide any information concerning National Service Identification to COUNTY upon request.

N. Provision of eGrants/My AmeriCorps Web Based Reporting Services.

1. CONTRACTOR shall provide PCA CA with a list of eGrants/My AmeriCorps users, and any additions or deletions thereto must be communicated in writing to PCA CA.
2. CONTRACTOR shall provide any information concerning eGrants/My AmeriCorps web based reporting to COUNTY upon request.

2. REPORTING REQUIREMENTS:

A. General Reporting Requirements. CONTRACTOR, or its subcontractor, shall report any and all data collected as a result of the services provided pursuant to the terms and conditions of this Agreement, and is responsible for making an equitable contribution to the achievement of the aggregate targets as listed in Exhibit E – Performance Measures of this Agreement.

B. Data Coordination. CONTRACTOR shall coordinate data collection across all of its service sites and submit said data to PCA CA by the tenth (10<sup>th</sup>) business day following the month in which the data was collected, or alternative timeframe based on PCA CA reporting requirements, whichever is sooner.

1. CONTRACTOR, or its subcontractor, shall maintain the original documentation for any and all program data and provide access to PCA CA upon request for a minimum of three (3) years after PCA CA submits its final expenditure report for the grant period which encompasses the term of this Agreement; unless a longer period of records retention is stipulated.
2. CONTRACTOR shall provide COUNTY with the name, referral number and referral dates of all families provided with at least twenty (20) hours of services by an AmeriCorps member in order to track recidivism upon request.
3. CONTRACTOR shall provide COUNTY with a report of the number of parents/caregivers, categorized by race and disability status, served by the AFACTR program in the previous fiscal year by September 1<sup>st</sup> each year.
4. CONTRACTOR shall provide any information concerning data collection and reporting to COUNTY upon request.

3. COUNTY RESPONSIBILITIES:

A. Collaboration. COUNTY shall establish and maintain strong collaboration with service site agencies and CONTRACTOR by clearly defining the roles and responsibilities thereof.

B. Training. COUNTY will provide CONTRACTOR with information concerning regularly scheduled trainings appropriate for AFACTR members.

- C. Representatives. Representatives authorized to execute the grant during the term of this Agreement are the Chair of the Humboldt County Board of Supervisors and:

Agency: Department of Health & Human Services – Children & Family Services	Agency: Redwood Community Action Agency
Name: Cherie VonSavoye	Name: Lorey Keele
Title: Child Welfare Services Deputy Director, DHHS	Title: Community Services Director
Phone: (707) 388-6593	Phone: (707) 269-2052
Fax: (707) 445-6254	Fax: (707) 445-0884
Email: CVonSavoye@co.humboldt.ca.us	Email: lkeele@rcaa.org

**EXHIBIT B**  
**SCHEDULE OF RATES**  
Redwood Community Action Agency  
For Fiscal Years 2023-2024 through 2024-2025

<b>Grant:</b>	<b>CWS REDESIGN</b>			<b>Program Year:</b>
<b>Lead Agency: Redwood Community Action Agency</b>				<b>2023-2024</b>
<b>FT Members:</b>	12			
<b>Budget Start Date:</b>	7/1/2023		<b>Budget End Date:</b>	6/30/2024
<b>A. Personnel Expenses</b>				
<b>TYPE</b>	<b>QTY</b>	<b>CONTRACT YEAR SALARY</b>	<b>% TIME (FTE)</b>	<b>Calculation</b>
Division Director	1	\$97,968.00	30.00%	\$29,390.00
Program Coordinator	1	\$44,200.00	100.00%	\$44,200 .00
<b>Subtotal</b>				<b>\$73,590.00</b>
<b>B. Personnel Fringe Benefits</b>				
<b>TYPE</b>			<b>%</b>	<b>Calculation</b>
FICA/Medicare			7.27%	\$5,346.00
Unemployment Insurance			4.00%	\$2,944.00
Workers Compensation			1.20%	\$883.00
Health Insurance (medical, vision and dental)				\$11,760.00
Retirement			3.00%	\$2,208.00
Vacation accrual			6.00%	\$4,415.00
<b>Subtotal</b>				<b>\$27,556.00</b>
<b>C.1. Staff Travel to PCA CA Conference</b>				
			<b>AIR FARE</b>	<b>Calculation</b>
Public Transportation		600		\$600.00
		<b>MILES</b>	<b>RATE</b>	
Mileage		60	\$0.655	\$39.00
		<b>DAYS</b>	<b>RATE</b>	
Per Diem		3	\$40.00	\$120.00
	<b>NIGHTS</b>	<b>ROOMS</b>	<b>RATE</b>	
Lodging	3	1	\$84.00	\$252.00
<b>Subtotal</b>				<b>\$1,011</b>
<b>C.2. Other Staff Travel</b>				
		<b>MILES</b>	<b>RATE</b>	<b>Calculation</b>
Mileage - Staff travel for mileage to and from site visits, trainings and meetings throughout the region.		3,000	\$0.655	\$1,965.00
<b>Subtotal</b>				<b>\$1,965.00</b>
<b>C.3. Member Travel</b>				

TYPE	MILES	RATE	Calculation
Mileage - Member travel for service related mileage transporting clients, attending AFACTR meetings/trainings/process groups, attending community trainings and meetings, etc.	\$2,000/per member*12	\$0.655	\$15,720.00
<b>Subtotal</b>			<b>\$15,720.00</b>
<b>D. Staff Training (excluding travel costs)</b>			
TRAINING	QTY	AMOUNT	#MONTHS
Professional development trainings	2	\$75.00	
<b>Subtotal</b>			<b>\$150.00</b>
<b>E. Member Training (excluding travel costs)</b>			
TRAINING	QTY	AMOUNT	# MONTHS
Member orientation and retreat	2	\$300.00	
Member development trainings, meetings and process groups	10	\$50.00	
<b>Subtotal</b>			<b>\$1,100.00</b>
<b>F. Other Program Operating Costs</b>			
TYPE	QTY	AMOUNT	# MONTHS
Fingerprinting/DMV	14	\$35.00	1
Member recruitment advertising	6	\$125.00	6
Member recognition event	30	\$17.00	1
Telephone/Internet/Communications	1	\$80.00	12
Postage/Shipping	200	\$0.55	1
Printing/Duplication	1	\$20.00	12
Program Insurance	1	\$75.00	12
Office Supplies	1	\$20.00	12
Space	1	\$350.00	12
Utilities	1	\$200.00	12
Copier rental and maintenance	1	\$50.00	12
<b>Subtotal</b>			<b>\$15,150.00</b>
<b>G. Cash Match Contribution</b>			
TYPE	QTY	AMOUNT	# MONTHS
Cash Match Contribution*	12	\$18,417.00	1
<b>Subtotal</b>			<b>\$221,004.00</b>
<b>Direct Program Operations Cost (A, B, C, D, E, F):</b>			<b>\$136,243.00</b>
<b>RCAA Program Administrative Costs at 15%:</b>			<b>\$20,436.00</b>
<b>Cash Match Contribution (G):</b>			<b>\$ 221,004</b>

<b>Total Program Costs:</b>	<b>\$ 377,683</b>

<b>Grant:</b>	<b>CWS REDESIGN</b>			<b>Program Year:</b>
<b>Lead Agency: Redwood Community Action Agency</b>				<b>2024-2025</b>
<b>FT Members:</b>	<b>12</b>			
<b>Budget Start Date:</b>	<b>7/1/2024</b>	<b>Budget End Date:</b>	<b>6/30/2025</b>	
<b>A. Personnel Expenses</b>				
<b>TYPE</b>	<b>QTY</b>	<b>CONTRACT YEAR SALARY</b>	<b>% TIME (FTE)</b>	<b>Calculation</b>
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<b>Subtotal</b>				<b>\$73,590.00</b>
<b>B. Personnel Fringe Benefits</b>				
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FICA/Medicare			7.27%	\$5,346.00
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Workers Compensation			1.20%	\$883.00
Health Insurance (medical, vision and dental)				\$11,760.00
Retirement			3.00%	\$2,208.00
Vacation accrual			6.00%	\$4,415.00
<b>Subtotal</b>				<b>\$27,556.00</b>
<b>C.1. Staff Travel to PCA CA Conference</b>				
		<b>AIR FARE</b>	<b>Calculation</b>	
Public Transportation	600		\$600.00	
		<b>MILES</b>	<b>RATE</b>	
Mileage	60		\$0.655	\$39.00
		<b>DAYS</b>	<b>RATE</b>	
Per Diem	3		\$40.00	\$120.00
		<b>NIGHTS</b>	<b>ROOMS</b>	<b>RATE</b>
Lodging	3	1	\$84.00	\$252.00
<b>Subtotal</b>				<b>\$1,011.00</b>
<b>C.2. Other Staff Travel</b>				
		<b>MILES</b>	<b>RATE</b>	<b>Calculation</b>
Mileage - Staff travel for mileage to and from site visits, trainings and meetings throughout the region.		3,000	\$0.655	\$1,965.00
<b>Subtotal</b>				<b>\$1,965.00</b>
<b>C.3. Member Travel</b>				

TYPE	MILES	RATE	Calculation
Mileage - Member travel for service related mileage transporting clients, attending AFACTR meetings/trainings/process groups, attending community trainings and meetings, etc.	\$2,000/per member*12	\$0.655	\$15,720.00
<b>Subtotal</b>			<b>\$15,720.00</b>
<b>D. Staff Training (excluding travel costs)</b>			
TRAINING	QTY	AMOUNT	#MONTHS
Professional development trainings	2	\$75.00	
<b>Subtotal</b>			<b>\$150.00</b>
<b>E. Member Training (excluding travel costs)</b>			
TRAINING	QTY	AMOUNT	# MONTHS
Member orientation and retreat	2	\$300.00	
Member development trainings, meetings and process groups	10	\$50.00	
<b>Subtotal</b>			<b>\$1,100.00</b>
<b>F. Other Program Operating Costs</b>			
TYPE	QTY	AMOUNT	# MONTHS
Fingerprinting/DMV	14	\$35.00	1
Member recruitment advertising	6	\$125.00	6
Member recognition event	30	\$ 17.00	1
Telephone/Internet/Communications	1	\$80.00	12
Postage/Shipping	200	\$0.55	1
Printing/Duplication	1	\$20.00	12
Program Insurance	1	\$75.00	12
Office Supplies	1	\$20.00	12
Space	1	\$350.00	12
Utilities	1	\$200.00	12
Copier rental and maintenance	1	\$50.00	12
<b>Subtotal</b>			<b>\$15,150.00</b>
<b>G. Cash Match Contribution</b>			
TYPE	QTY	AMOUNT	# MONTHS
Cash Match Contribution*	12	\$18,417.00	1
<b>Subtotal</b>			<b>\$221,004.00</b>
<b>Direct Program Operations Cost (A, B, C, D, E, F):</b>			<b>\$136,243.00</b>
<b>RCAA Program Administrative Costs at 15%:</b>			<b>\$20,436.00</b>
<b>Cash Match Contribution (G):</b>			<b>\$221,004.00</b>

Total Program Costs:	<b>\$377,683.00</b>
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**\*This Cash Match Contribution is the Federal Government description of the funds used to share in the support of the project. The funding is primarily a living allowance for each of the 12 members, which also includes health insurance costs as required by DHHS. This amount fluctuates according to how many members actually sign up for the insurance and how many members serve a full year of service.**

Fluctuations of up to ten percent (10%) of salary calculation to account for wage increases, new hires, *etc.*, are allowable if total amount of personnel costs does not increase. Any shift of funds to or from the personnel category must be approved in writing by COUNTY. CONTRACTOR may shift up to twenty percent (20%) of budgeted amounts between all other budget categories without prior written approval by COUNTY.

**EXHIBIT C**  
**SAMPLE INVOICE**  
 Redwood Community Action Agency  
 For Fiscal Years 2023-2024 through 2024-2025

*(Place on agency letter head)*

**INVOICE**

**Contractor Name**  
**Contract Reference**  
**Contractor Street Address**  
**City, State, Zip Code**

**Invoice Date**  
**Invoice Period**  
**Invoice Number**

**Contact Name**  
**Contact Phone Number**

Budget Detail	Budget	Amount Expended Prior Periods	Invoice Amount	Amount Remaining
<b>PERSONNEL COSTS</b>				
<b>Total Personnel Costs:</b>				
<b>OPERATING EXPENSES</b>				
<b>Total Operating Expenses:</b>				
<b>INDIRECT EXPENSES</b>				
<b>Total Indirect Expenses:</b>				
<b>Total Annual Budget:</b>				

**EXHIBIT D**  
**COUNTY OF HUMBOLDT HIPAA BUSINESS ASSOCIATE AGREEMENT**

Redwood Community Action Agency  
For Fiscal Years 2023-2024 through 2024-2025

**RECITALS:**

**WHEREAS**, COUNTY, as a “Covered Entity” wishes to disclose certain information to CONTRACTOR, hereafter known as “BUSINESS ASSOCIATE” pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”).

**WHEREAS**, COUNTY and BUSINESS ASSOCIATE intend to protect the privacy and provide for the security of PHI disclosed to BUSINESS ASSOCIATE pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information and Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

**WHEREAS**, pursuant to HIPAA Regulations, the Privacy Rule and Security Rule (defined below) COUNTY is required to enter into an Agreement containing specific requirements with BUSINESS ASSOCIATE prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Agreement.

**NOW THEREFORE**, the parties hereto mutually agree as follows:

**1. DEFINITIONS:**

- A. Breach.** As used herein, the term “Breach” shall have the meaning given to such term under the HITECH Act and HIPAA Regulations [42 U.S.C. Section 17921 and 45 C.F.R. Section 164.402].
- B. Breach Notification Rule.** As used herein, the term “Breach of Notification Rule” shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and D.
- C. Business Associate.** As used herein, the term “Business Associate” shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- D. Covered Entity.** As used herein, the term “Covered Entity” shall have the meaning given to such term under the Privacy and Security Rules, including, without limitation, 45 C.F.R. Section 160.103.
- E. Designated Record Set.** As used herein, the term “Designated Record Set” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- F. Electronic Protected Health Information.** As used herein, the term “Electronic Protected Health Information” means Protected Health Information that is maintained in or transmitted by electronic media.
- G. Electronic Health Record.** As used herein, the term “Electronic Health Record” shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

- H. **Health Care Operations.** As used herein, the term “Health Care Operations” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- I. **Privacy Rule.** As used herein, the term “Privacy Rule” shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- J. **Protected Health Information.** As used herein, the term “Protected Health Information” (“PHI”) means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to the term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- K. **Protected Information.** As used herein, the term “Protected Information” shall mean PHI provided by COUNTY to BUSINESS ASSOCIATE or created, maintained, received, or transmitted by BUSINESS ASSOCIATE on COUNTY’s behalf.
- L. **Security Incident.** As used herein, the term “Security Incident” shall have the same meaning given to such term under the Security Rule, including, but not limited to, 45 C.F.R. Section 164.304.
- M. **Security Rule.** As used herein, the term “Security Rule” shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- N. **Unsecured PHI.** As used herein, the term “Unsecured PHI” shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h) and 45 C.F.R. Section 164.402.

2. **OBLIGATIONS OF BUSINESS ASSOCIATE:**

- A. **Permitted Uses.** BUSINESS ASSOCIATE shall use Protected Information only for the purpose of performing BUSINESS ASSOCIATE’s obligations under the Agreement and as permitted or required under the Agreement, or as required by law. Further, BUSINESS ASSOCIATE shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by COUNTY. However, BUSINESS ASSOCIATE may use Protected Information as necessary (i) for the proper management and administration of BUSINESS ASSOCIATE; (ii) to carry out the legal responsibilities of BUSINESS ASSOCIATE; or (iii) as required by law. [45 C.F.R. Sections 164.504(e)(2), 164.504(e)(4)(i)].
- B. **Permitted Disclosures.** BUSINESS ASSOCIATE shall disclose Protected Information only for the purpose of performing BUSINESS ASSOCIATE’s obligations under the Agreement and as permitted or required under the Agreement, or as required by law. BUSINESS ASSOCIATE shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by COUNTY. However, BUSINESS ASSOCIATE may disclose Protected Information as necessary (i) for the proper management and administration of BUSINESS ASSOCIATE; (ii) to carry out the legal responsibilities of BUSINESS ASSOCIATE; or (iii) as required by law. If BUSINESS ASSOCIATE discloses Protected Information to a third-party, BUSINESS ASSOCIATE must obtain, prior to making

any such disclosure, (i) reasonable *written* assurances from such third-party that such Protected Information will be held confidential as provided pursuant to this Agreement and used or disclosed only as required by law or for the purposes for which it was disclosed to such third-party, and (ii) a written agreement from such third-party to immediately notify BUSINESS ASSOCIATE of any breaches, suspected breaches, security incidents, or unauthorized uses or disclosures of the Protected Information in accordance with paragraph 2.1. of the Agreement, to the extent it has obtained knowledge of such occurrences [42 U.S.C. Section 17932; 45 C.F.R. Section 164.504(e)].

- C. **Prohibited Uses and Disclosures.** BUSINESS ASSOCIATE shall not use or disclose PHI other than as permitted or required by the Agreement, or as required by law. BUSINESS ASSOCIATE shall not use or disclose Protected Information for fundraising or marketing purposes. BUSINESS ASSOCIATE shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which PHI solely relates [42 U.S.C. Section 17935(a) and 45 C.F.R. Section 164.522(a)(vi)]. BUSINESS ASSOCIATE shall not directly or indirectly receive remuneration in exchange for Protected Information, except with prior written consent of COUNTY and as permitted by the HITECH Act, 42 U.S.C. Section 17935(d)(2), and the HIPAA regulations, 45 C.F.R. Section 164.502(a)(5)(ii); however this prohibition shall not affect payment by COUNTY to BUSINESS ASSOCIATE for services provided pursuant to the Agreement.
- D. **Appropriate Safeguards.** BUSINESS ASSOCIATE shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement, including, but not limited to, administrative, physical and technical safeguards in accordance with the Security Rule, including but not limited to, 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BUSINESS ASSOCIATE shall comply with the policies, procedures and documentation requirements of the Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931].
- E. **Business Associate's Subcontractors and Agents.** BUSINESS ASSOCIATE shall ensure that any agents and subcontractors that create, receive, maintain or transmit Protected Information on behalf of COUNTY, agree in writing to the same restrictions and conditions that apply to COUNTY with respect to such Protected Information and implement the safeguards required by paragraph 2(D) above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BUSINESS ASSOCIATE shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- F. **Access to Protected Information.** If BUSINESS ASSOCIATE maintains a designated record set on behalf of COUNTY, BUSINESS ASSOCIATE shall make Protected Information maintained by BUSINESS ASSOCIATE or its agents or subcontractors in Designated Record Sets available to COUNTY for inspection and copying within five (5) days of a request by COUNTY to enable COUNTY to fulfill its obligations under California Health and Safety Code Section 123110 and the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(e)]. If BUSINESS ASSOCIATE maintains Protected Information in electronic format, BUSINESS ASSOCIATE shall provide such information in electronic format as necessary to enable COUNTY to fulfill its obligations under the HITECH Act and HIPAA Regulations, including, but not limited to, 42 U.S.C. Section 17935(e) and 45 C.F.R. Section 164.524.

- G. Amendment of PHI.** If BUSINESS ASSOCIATE maintains a designated record set on behalf of COUNTY, within ten (10) days of a request by COUNTY for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BUSINESS ASSOCIATE and its agents and subcontractors shall make such Protected Information available to COUNTY for amendment and incorporate any such amendment or other documentation to enable COUNTY to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If an individual requests an amendment of Protected Information directly from BUSINESS ASSOCIATE or its agents or subcontractors, BUSINESS ASSOCIATE must notify COUNTY in writing within five (5) days of the request and of any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- H. Accounting of Disclosures.** Within ten (10) days of a request by COUNTY for an accounting of disclosures of Protected Information, BUSINESS ASSOCIATE and its agents and subcontractors shall make available to COUNTY the information required to provide an accounting of disclosures to enable COUNTY to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by COUNTY. BUSINESS ASSOCIATE agrees to implement a process that allows for an accounting to be collected and maintained by BUSINESS ASSOCIATE and its agents and subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BUSINESS ASSOCIATE maintains an Electronic Health Record. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. If a patient submits a request for an accounting directly to BUSINESS ASSOCIATE or its agents or subcontractors, BUSINESS ASSOCIATE shall within five (5) days of the request forward it to COUNTY in writing.
- I. Governmental Access to Records.** BUSINESS ASSOCIATE shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to COUNTY and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BUSINESS ASSOCIATE's compliance with HIPAA [45 C.F.R. Section 164.504(e)(2)(ii)(I)]. BUSINESS ASSOCIATE shall concurrently provide COUNTY with a copy of any Protected Information and other records that BUSINESS ASSOCIATE provides to the Secretary.
- J. Minimum Necessary.** BUSINESS ASSOCIATES and its agents and subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)]. BUSINESS ASSOCIATE understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
- K. Data Ownership.** BUSINESS ASSOCIATE understands that BUSINESS ASSOCIATE has no ownership rights with respect to the Protected Information.
- L. Notification of Possible Breach.** BUSINESS ASSOCIATE shall notify COUNTY within twenty-four (24) hours of any suspected or actual breach of Protected Information; any use or

disclosure of Protected Information not permitted by the Agreement; any security incident (i.e., any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system) related to Protected Information, and any actual or suspected use or disclosure of data in violation of any applicable federal or state laws by BUSINESS ASSOCIATE or its agents or subcontractors. The notification shall include, to the extent possible, the identification of each individual whose unsecured Protected Information has been, or is reasonably believed by the BUSINESS ASSOCIATE to have been accessed, acquired, used, or disclosed, as well as any other available information that COUNTY is required to include in notification to the individual, the media, the Secretary, and any other entity under the Breach Notification Rule and any other applicable state or federal laws, including, but not limited, to 45 C.F.R. Section 164.404 through 45 C.F.R. Section 164.1408, at the time of the notification required by this paragraph or promptly thereafter as information becomes available. BUSINESS ASSOCIATE shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to unauthorized uses or disclosures required by applicable federal and state laws. [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)]. Any and all notices required pursuant to the terms and conditions of this provision shall be submitted to COUNTY at the following address:

**COUNTY:** Humboldt County DHHS Compliance and Quality Assurance Office  
Attention: Compliance and Quality Assurance Administrator & Privacy Officer  
507 F Street  
Eureka, California 95501  
(707) 441-5410

- M. Breach Pattern or Practice by Business Associate’s Subcontractors and Agents.** Pursuant to 42 U.S.C. Section 17934(b) and 45 C.F.R. Section 164.504(e)(1)(ii), if BUSINESS ASSOCIATE knows of a pattern or activity or practice of a subcontractor or agent that constitutes a material breach or violation of the subcontractor or agent’s obligations under the Agreement or other arrangement, BUSINESS ASSOCIATE must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, BUSINESS ASSOCIATE must terminate the Agreement or other arrangement if feasible. BUSINESS ASSOCIATE shall provide written notice to COUNTY of any pattern of activity or practice of a subcontractor or agent that BUSINESS ASSOCIATE believes constitutes a material breach or violation of the subcontractor or agent’s obligations under the Agreement or other arrangement within five (5) days of discovery and shall meet with COUNTY to discuss and attempt to resolve the problem as one (1) of the reasonable steps to cure the breach or end the violation.
- N. Audits, Inspection and Enforcement.** Within ten (10) days of a request by COUNTY, BUSINESS ASSOCIATE and its agents and subcontractors shall allow COUNTY or its agents or subcontractors to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BUSINESS ASSOCIATE has complied with this Agreement or maintains adequate security safeguards. BUSINESS ASSOCIATE shall notify COUNTY within five (5) days of learning that BUSINESS ASSOCIATE has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights or other state or federal government entity.

### **3. TERMINATION:**

- A. Material Breach.** A breach by BUSINESS ASSOCIATE of any provision of this Agreement, as determined by COUNTY, shall constitute a material breach of the Agreement and shall

provide grounds for *immediate* termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].

**B. Effect of Termination.** Upon termination of the Agreement for any reason, BUSINESS ASSOCIATE shall, at the option of COUNTY, return or destroy all Protected Information that BUSINESS ASSOCIATE or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by COUNTY, BUSINESS ASSOCIATE shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use and disclosure of such PHI to those purposes that make the return or destruction of the information infeasible [45 C.F.R. Section 164.504(e)(ii)(2)(J)]. If COUNTY elects destruction of the PHI, BUSINESS ASSOCIATE shall certify in writing to COUNTY that such PHI has been destroyed in accordance with the Secretary's guidance regarding proper destruction of PHI.

**4. INTERPRETATION:**

Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, and the HIPAA regulations.

**EXHIBIT E**  
**PROGRESSIVE DISCIPLINE POLICY AND PROCEDURE**

Redwood Community Action Agency  
For Fiscal Years 2023-2024 through 2024-2025

1. MEMBER REQUIREMENTS:

A. Provision of Progressive Discipline. In the unfortunate situation when coaching is not appropriate or adequate due to the severity or consistency of an AmeriCorps member's breach of program standards, progressive discipline may be called for. Always contact your project manager when faced with a progressive discipline situation. The objectives for using progressive discipline are to:

1. Establish requirements for behavior and performance;
2. Ensure the policies and procedures set forth by this program and the Service Sites are followed, including a uniform and fair level of consequences for failure to follow them;
3. Maintain communication between the AmeriCorps member, the Service Site Supervisor, CONTRACTOR, and PCA CA;
4. Create a "win-win" environment for both member and supervisor;
5. Establish timeframes for improvement of behavior and performance; and
6. Establish consequences for behavior and performance if there is no improvement and program standards are still not being met.

B. At-Will Discipline. The PCA CA AmeriCorps Program may discipline members at will, through verbal warnings, written warnings, corrective action plans, or suspension without living allowance or credit for service hours missed. Supervisors may commence progressive discipline procedures for violations of AmeriCorps Member Requirements, rules of the Service Site, or the member's inability or unwillingness to follow through on Corrective Action Plans.

C. Progressive Discipline Procedure. Members will be advised that if behaviors and/or performance do not improve to the degree of meeting the set standard, members are jeopardizing their position with the PCA CA AmeriCorps Program. In addition, members are jeopardizing their education award. It is the goal of the PCA CA AmeriCorps Program to provide clear communication with members so that each member can correct and thereby improve their behavior and/or performance.

1. Step 1: Verbal Warning. A verbal warning may or may not be applicable in all situations. A verbal warning may be appropriate for a first time, minor infraction of a PCA CA AmeriCorps Program policy or procedure. The procedure for the verbal warning is:
  - a. State the unacceptable behavior or situation referring to the PCA CA AmeriCorps Member Handbook.
  - b. State how the behavior or situation is to be corrected, and give a time frame for improvement.
  - c. Advise the member of the consequences if the behavior or situation is not corrected.

2. Step 2: Written Warning Notification. If the behavior or situation becomes a pattern after at least one coaching session, a written warning is the next step in informing the member that this behavior/situation is unacceptable. CONTRACTOR and PCA CA will be notified and involved if a member is at the disciplinary level of a written warning. Service Sites must use the Corrective Action form provided in the PCA CA Program Operations Manual. The written warning instructs the member that the behavior or situation must be corrected within a designated timeframe. The procedure for the written warning is:
  - a. Establish the seriousness of the behavior or situation;
  - b. Provide verbal and written communication directly to the member;
  - c. State the unacceptable behavior or situation referring to the PCA CA AmeriCorps Member Handbook;
  - d. State how the behavior or situation is to be corrected, and give a time frame for improvement;
  - e. Advise the member of the consequences if the behavior or situation is not corrected; and
  - f. Member must sign, date and receive a copy of the Written Warning Notification.
3. Step 3: Suspension. Depending on the nature of the situation, member suspension may be necessary. An individual may not receive a living allowance or other benefits during a period of suspension if it covers the time span of an entire living allowance period. In all situations where suspension is likely to occur, the PCA CA Project Manager will be notified. The procedure for suspension is:
  - a. Establish the seriousness of the behavior or situation. Based on severity, the supervisor has the discretion to suspend the member from service until instruction has been obtained from PCA CA.
  - b. Contact PCA CA Project Manager for instruction.
  - c. Provide verbal and written communication directly to the member.
  - d. State the unacceptable behavior or situation referring to the PCA CA AmeriCorps Member Handbook.
  - e. State how the behavior or situation is to be corrected, and give a time frame for improvement.
  - f. Advise the member of the consequences if the behavior or situation is not corrected.
  - g. Initiate the suspension in the web-based reporting system.
4. Step 4: Pre-Termination Notice. When a behavior or situation has not been corrected, or when a single breach of program standards is sufficiently serious, the Service Site Supervisor, with the CONTRACTOR, will issue a Pre-Termination Notice to the member verbally and in writing. PCA CA Project Managers will also be notified of the Pre-Termination Notice. The procedure for the pre-termination notice is:

- a. Describe the unacceptable behavior or situation;
  - b. Provide a time frame for results to be achieved in order for the member to continue as a member of the PCA CA AmeriCorps Program; and
  - c. Informing the member of the consequences if the member does not correct the behavior or situation set forth in the progressive discipline notice (including termination from the PCA CA AmeriCorps Program).
  - d. Sign and date the Pre-Termination Notice, obtain member signature and date, and give member a copy of the notice.
  - e. If attempts to contact the AmeriCorps member are unsuccessful, then the pre-termination letter will be sent certified mail/return receipt requested to the address on file for the AmeriCorps member.
5. Step 5: Termination Notice. When a behavior or performance situation has not been corrected in accordance with the Pre-Termination Notice, a member may receive a Termination Notice. The procedure for the termination notice is:
- a. Obtain prior approval for the termination. This approval must be granted by authorized personnel of the CONTRACTOR and PCA CA.
  - b. A termination notice must describe the unacceptable behavior or situation, the attempts to provide coaching and progressive discipline, and state that the consequence is termination from the PCA CA AmeriCorps Program.
  - c. A meeting must be scheduled between the member, Service Site and CONTRACTOR to review the termination letter and for all parties to sign and receive a copy.
  - d. If attempts to contact the AmeriCorps member are unsuccessful, then the termination letter will be sent certified mail/return receipt requested to the address on file for the AmeriCorps member.
  - e. When the member has completed the termination paperwork, their final stipend check, if applicable, will be requested and forwarded to the member.
6. The above Progressive Discipline procedure and Corrective Action Plan should be used with members for most disciplinary matters. If a member is violent, endangers other members, staff, or service recipients, falsifies documents, or intentionally violates a prohibited activity, he/she may be suspended and/or terminated for cause, depending on the nature and severity of the behavior. CONTRACTOR should PCA CA Project Manager in all of these cases.
- D. Release from Term of Service for Cause. The member may be suspended without pay until an investigation of the situation takes place and/or other progressive discipline methods have been explored. Depending on the individual situation, the Service Site Supervisor may need to take appropriate measures, including immediate action for safety purposes. The following is not an all-inclusive list, but a general guideline of unusual, grave, or dangerous situations which may necessitate terminating the member:

1. Actual or suspected behavior that results in concern about the safety of a child or other people in the service setting;
2. Not following the directions or instructions communicated by the Service Site supervisor or designated staff;
3. Verbal or written threats to anyone at the Service Site or while serving;
4. Fighting (physical or verbal) during service;
5. Falsification of employment and education verification and information;
6. Falsification on any and all records and documents used by the Lead Agency, Service Site, or in the PCA CA AmeriCorps Program, including, but not limited to: program documentation, child care documents, enrollment verification documents, medical releases/records, criminal background, service hour logs;
7. Use of abusive language;
8. Violation of safety rules;
9. Stealing/taking AmeriCorps of Service Site's property or property of another;
10. Breach of confidentiality;
11. Violation of rules of common decency, morality, or gross insubordination;
12. Being accused or under suspicion of child abuse;
13. Receipt of Subsequent Arrest Notification from the Department of Justice (DOJ);
14. Charged or convicted of a misdemeanor, or
15. Charged with a felony.

Members released for cause will not receive any portion of the education award.

- E. Resuming Service after Release. Any individual released for cause who wishes to reapply to the program from which he/she was released, or to any other AmeriCorps program is required to disclose the release to that program. Failure to disclose to an AmeriCorps program will render the member ineligible to receive the AmeriCorps education award, even if the member has successfully completed the term of service.

**EXHIBIT F**  
**PERFORMANCE MEASURES**  
 Redwood Community Action Agency  
 For Fiscal Years 2023-2024 through 2024-2025

<b>PRIMARY PERFORMANCE MEASURE TITLE: PREVENT CHILD ABUSE &amp; NEGLECT</b>
<b>NEED</b>
Documented high rates of child abuse and neglect are attributable to parental risk factors such as poverty, stress, basic needs not met and a lack of concrete supports, social connections, and parenting knowledge. Research indicates that abuse leads to long term health problems, poor psychological outcomes, lower educational attainment, and limited employment opportunities. The situation in the 10 PATH counties is more distressing.
<b>EXPECTED RESULTS</b>
<b>Output (the amount of service provided, people served, products created, or programs developed through planned intervention):</b> Parents receive family strengthening services through education/training/referrals for family stability, safety net resources, health, nutrition, and food security
<b>Outcome (the changes or benefits that occur as a result of the intervention):</b> Parents will: <ul style="list-style-type: none"> <li>• Increase protective factors against child abuse in the domains of family functioning/parental resiliency; social connections; concrete support; social and emotional competence of children; and knowledge of parenting/child development</li> <li>• Increase health knowledge</li> <li>• Increase food security</li> </ul>
<b>AMERICORPS MEMBER ACTIVITIES DESIGNED TO ACHIEVE EXPECTED RESULTS</b>
<p>Core activities: Members will maintain an average caseload of 35-40 parents during their term of service. AmeriCorps members will:</p> <ol style="list-style-type: none"> <li>1. Orient parents to the service site and inform them of services/resources available.</li> <li>2. Administer the Protective Factors Survey (“PFS”) to determine level of family stability/protective factors.</li> <li>3. Co-develop a Family Action Plan with parents to address specific challenges the family is facing and build key protective factors against child maltreatment:        Concrete Support in Times of Need: Provide outreach/education/training/referrals for: safety net resources, health insurance, health benefits, health-related programs, nutrition, CalFresh, household food security, food support, Earned Income Tax Credit, accessing safe/affordable housing, Alcohol &amp; Other Drugs services, mental health services, clothes closet, utility assistance, and school support services</li> </ol> <p>Social Connections: facilitate workshops for mutual peer support around parenting and other issues, provide resource and referrals for parents to build and sustain social connections</p> <ol style="list-style-type: none"> <li>4. Provide ongoing family strengthening services, continuous follow-up with parents to check on progress, and complete all associated documentation.</li> <li>5. Conduct outreach through community events, community presentations, and formal/informal partnerships to educate others about PATH AmeriCorps services.</li> </ol> <p>Dosage:</p> <ol style="list-style-type: none"> <li>a. The total number of family strengthening hours will be at least 4</li> <li>b. High Need parents will participate in at least 1 family strengthening session per week</li> <li>c. Each family strengthening session will be a minimum of 1 hour</li> <li>d. The total number of health education and/or food security support will be a minimum of 1 hour</li> </ol>

<b>MEASUREMENT TOOLS</b>	
<b>OUTPUT - Service Activity Form</b> The MSAF will collect monthly data on the number of parents who start family strengthening services and number of parents who complete 1 hour of health education, 1 hour of food security support, 4 hours of family strengthening services	
<b>OUTCOME - Health Education and Food Security Pre/Post Survey</b> The Health Education and Food Security Pre/Post Survey measures increased food security and health knowledge in the following areas: medical health, oral health, nutrition. This survey will be administered twice: once at the start of services and once at a minimum of 4 hours of service.	
<b>OUTCOME - Protective Factors Survey (PFS) or Adult Adolescent Parenting Inventory (AAPI)</b> The Protective Factors Survey measures increased family stability in the following domains: family functioning/parental resiliency; social connections; concrete support; social and emotional competence of children; and knowledge of parenting/child development. Administered twice: once at the start of services and once at a minimum of 4 hours of service.	
<b>OUTPUT TARGETS</b>	<b>OUTPUT TARGETS</b>
# of high need parents who start family strengthening Services	<b>360</b>
# of high need parents who receive at least 4 hours of family strengthening Services	<b>180</b>
# of high need parents who receive at least 1 hour of health education	<b>276</b>
# of high need parents who receive at least at least 1 hour of food security support	<b>276</b>
# of high need parents that receive 4 hours of family strengthening services will show a 20% increase in protective factors against child abuse as determined by pre/post PFS scores	<b>144</b>
# of high need parents that receive at least 1 hour of health education will demonstrate a 10% increase in health knowledge	<b>216</b>
# of high need parents that receive at least 1 hour of food support services will demonstrate a 10% increase in food security	<b>216</b>
<b>PRIMARY PERFORMANCE MEASURE TITLE: VOLUNTEER RECRUITMENT</b>	
<b>NEED</b>	
Required	
<b>EXPECTED RESULTS</b>	
Engage Community Volunteers in Service	
<b>MEMBER ACTIVITIES TO ACHIEVE EXPECTED RESULTS</b>	
Target population is all community members with a particular focus on Parents of the beneficiary children.	

Members will recruit volunteers to serve in both on-going and one-time community project opportunities. Parents make up a significant part of the volunteer pool that members engage. Parents are encouraged by the member during parenting education sessions to contribute to activities, including education-focused fairs, family game/movie nights, providing classroom support, and helping increase service site capacity. Additionally, members conduct community outreach in order to identify and recruit volunteers from outside of the program. Outreach includes dissemination of recruitment materials (i.e. flyers or electronic postings) to community organizations, delivering presentations to local high school and college classrooms, and working with established volunteer centers to recruit volunteers. Volunteer activities will include: community, cultural, health, and education-focused events and fairs; family bonding nights (such as games or movies); Community Service Projects/National Service Days and support with activities.

**MEASUREMENT TOOLS**

Volunteer Log to collect data on # of volunteers recruited for ongoing activities.

Volunteer Log to collect data on # of volunteers recruited for one-time activities.

Volunteer Log to collect data on # of volunteer hours for ongoing activities.

Volunteer Log to collect data on # of volunteer hours for one-time activities.

**PRIMARY PERFORMANCE MEASURE TARGETS**

**OUTPUT TARGETS**

**OUTPUT TARGETS**

# Volunteers recruited for ongoing activities.

**48**

# Volunteers recruited for one-time activities.

**96**

# Volunteer hours for ongoing activities.

**180**

# Volunteer hours for one-time activities.

**120**

**PRIMARY PERFORMANCE MEASURE TITLE: MEMBER DEVELOPMENT**

**NEED**

Members deserve to be appropriately trained to perform the services assigned, to increase both professional skills and community development skills, and to enhance their esprit de corps experience.

**EXPECTED RESULTS**

**Output (the amount of service provided, people served, products created, or programs developed through planned intervention):**

Members receive the training to provide quality service to the community and to the children that they serve.

**Outcome (the changes or benefits that occur as a result of the intervention):**

Members increase knowledge & skills, gain insight into the community, experience the power of national service.

**MEMBER ACTIVITIES TO ACHIEVE EXPECTED RESULTS**

Orientation: Overview of AmeriCorps and National Service as well as: member benefits, rights, responsibilities, code of conduct, prohibited activities, progressive discipline, policies & procedures. Review member contract, member handbook, performance measures, and electronic timekeeping, and Service Site Orientation.

Core Hours: Protective Factors, family engagement, stability services and mandated child abuse reporting; Evidence Based Training - Including NPP or PAT, administering assessments, and data collection

National Service Days: Make a Difference Day, Martin Luther King, Jr. Day, Cesar Chavez Day, and AmeriCorps Week.	
Other Hours: Supervision and other site specific Professional Development, and PCA CA webinars.	
<b>MEASUREMENT TOOLS</b>	
Training Log and electronic timesheets to collect data on # of members and # of training hours.	
Member Performance Evaluation to collect data on member skill increases. Administered by Member Supervisor 3x per year	
<b>PRIMARY PERFORMANCE MEASURE TARGETS</b>	
<b>OUTPUT TARGETS</b>	<b>OUTPUT TARGETS</b>
# of Members that will complete Core Training	<b>13</b>
<b>OUTPUT TARGETS</b>	<b>OUTPUT TARGETS</b>
# of Members that will increase knowledge and skills by 10%	<b>8.4</b>

**EXHIBIT G**  
**SAMPLE REPORT FORM**  
Redwood Community Action Agency  
For Fiscal Years 2023-2024 through 2024-2025

<b>ATTACHMENT A-2</b>	<b>3. RCAA AFACTR AMERICORPS PERFORMANCE MEASURES - DHHS Data</b>	<b>Reporting period October 1, 202X - September 30, 202X</b>
<b>3.a</b>	# case managed individuals to whom the AFACTR members provided home visits	N/A
<b>3.a</b>	Average # home visits per individual	N/A
<b>3.b</b>	# of case managed families to whom the AFACTR members provided home visits	#
<b>3.b</b>	Average # of home visits per member	#
<b>3.c</b>	# of completed pre-assessments for families	#
<b>3.d</b>	Average # of family cases carried by each member at the end of each quarter - UNDUPLICATED	#
<b>3.e</b>	# of unduplicated families rated as high need on their pre-assessment	#
<b>3.e</b>	# of unduplicated families rated as high need engaged	#
<b>3.f</b>	# of clients who received assistance in applying for housing/shelter, employment	#
<b>3.g</b>	# of families receiving assistance in obtaining counseling	#
<b>3.g</b>	# of unduplicated families receiving assistance in obtaining child care	#
<b>3.g</b>	# of unduplicated families receiving assistance in obtaining parenting skills and education	#
<b>3.g</b>	# of unduplicated families receiving assistance in obtaining monetary support or basic needs assistance	#
<b>3.g</b>	# of unduplicated families receiving assistance in obtaining gas vouchers	#
<b>3.g</b>	# of unduplicated families receiving assistance in obtaining bus passes	#
<b>3.g</b>	# of unduplicated families receiving assistance in obtaining restraining orders	#
<b>3.g</b>	# of unduplicated families receiving assistance in obtaining other legal support	#
<b>3.h</b>	# of unduplicated families who received support services for reporting child abuse	#
<b>3.h</b>	# of unduplicated families who received support services for family court	#
<b>3.h</b>	# of unduplicated families who received support services for translation	#
<b>3.h</b>	# of unduplicated families who received support services for crisis intervention	#

<b>3.h</b>	# of unduplicated families who received support services for parent support	#
<b>3.h</b>	# of unduplicated families who received support services for social networking	#
<b>3.h</b>	# of unduplicated families who received support services for information and referral	#
<b>3.i</b>	# of unduplicated families who received transportation assistance by AFACTR members for court appointments, social appts., medical appts., and parenting support	#
<b>3.j</b>	# of unduplicated DR families engaged in services	#
<b>3.j</b>	# of unduplicated non DR families engaged in services	#
<b>3.k</b>	# of unduplicated families who took the pre-assessment	#
<b>3.k</b>	# of unduplicated families who the post assessment	#
<b>3.k</b>	# of unduplicated families who took the post assessment and improved	#
<b>3.k</b>	# of unduplicated families who took the post assessment and stayed the same	N/A
<b>3.k</b>	# of unduplicated families who took the post assessment and declined	N/A