FREED Center for Independent Living

Professional Services Agreement

Between
_____ and FREED Center for Independent Living

THIS AGREEMENT, made this _____ day of _____ 2026 by and between FREED Center for Independent Living and the ADRC of Nevada County, hereinafter called the "FREED/ADRC" and _____, hereinafter called the "Contractor".

I. CONTRACT PERIOD

The contract period is January 1, 2027, through _____, 2028. *(subject to proposal - between 18 - 24-month timeframe)*

II. SERVICES

Contractor agrees to perform all activities encompassed in Exhibit A (see page 3).

III. CONSIDERATION

Information and services to be provided by FREED/ADRC shall include but is not limited to: 1) develop a list of local leaders to engage in the planning process; 2) engage CLIC, as well as outreach to others, such as local elected officials and other community groups to gain buy-in; 3) collecting data and data resources; 4) research and include relevant existing service models into local objectives; 5) vetting final Evaluation Plan with local leaders and others.

IV. PAYMENT FOR SERVICES

FREED agrees to pay Contractor a total not to exceed $90,909 for services listed under Section 1 and detailed in Exhibit A. The contract will be invoiced and paid on a monthly basis at the rate of $_____/hr plus 10% indirect costs as outlined in Exhibit A. Payment will be invoiced by _____ and is due within 30 days of receipt of invoice.

V. CONFLICT OF INTEREST

Contractor must disclose any actual, potential, or apparent conflict of interest involving FREED, its employees, board members, or project partners. The contractor must promptly disclose any conflict of interest that arises during the contract period and may not participate in activities where such a conflict would compromise or reasonably appear to compromise the integrity of the work. FREED reserves the right to determine whether a disclosed conflict can be appropriately managed or requires disqualification or other corrective action.

VI. TERMINATION

Either party may terminate this Agreement with or without cause by giving the other party written notice 30 days in advance. Such notice shall be deemed effective when personally served on the other party or when sent by U.S. certified or registered mail, return receipt requested, to the other party at its address of record given on page 2, changes to which may be made from time to time if timely reporting in writing to the other party.

VII. CONDIFENTIALITY

The Contractor agrees to take all appropriate measures to ensure that confidentiality of personally identifiable information (PII) and other privileged information is maintained insofar as is required and permitted by applicable law, acceptable standards of ethnical practice, and FREED policies. The contractor may collect and use information only as necessary to perform the approved scope of work, and must implement reasonable administrative, technical, and physical safeguards to protect PII and other confidential information. The contractor must promptly notify FREED of any suspected or confirmed unauthorized access, disclosure, or loss of PII, and cooperate to address the incident. At the conclusion of this contract, the contractor must securely return or dispose of PII and confidential information in accordance with FREED's instructions and record-retention requirements.

VIII. ENTIRE AGREEMENT

This Agreement incorporates the contractor's submitted proposal (see attached Exhibit A), delineates the Scope of Work, and contains the

entire agreement, its terms and conditions, between the parties. Where a conflict exists between the proposal and the contract, the more stringent requirement shall apply. FREED reserves the right to amend the contract, including modifications to the scope of work, schedule, deliverables or budget through a written amendment mutually agreed upon and executed by both parties, subject to available funding and applicable grant requirements. No changes or additions shall be enforceable by either party on the other except and provided by prior written amendment, executed by all parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written below:

CONTRACTOR	**CLIENT**
Signature_____	Signature_____
Name: _____	Name: Carl Sigmond _____
Title: _____	Title: Executive Director_____
Organization: _____	Organization: FREED Center for Independent Living
Date_____	Date_____
CONTRACTORS' MAILING ADDRESS	CLIENT'S BILLING ADDRESS 435 Sutton Way Grass Valley, CA 95945 (530) 477-3333

EXHIBIT A: SCOPE OF WORK

Description of Services

_____ will provide FREED with direction, guidance and assistance with respect to the development and implementation of the Nevada County Master Plan for Aging Local Playbook. The total cost of this work will be provided by both FREED/ADRC as well as the County of Nevada. This document outlines the costs to be incurred by FREED/ADRC.

To successfully complete the implementation and updating of the Playbook, this process would include:

Joint Accountability

Contractor Accountability includes:

- Being available for ongoing and timely phone and email communication with FREED/ADRC.

- Adherence to agreed-upon deadlines and deliverables.

- Compliance with all terms of the contract, i.e., conflict of interest, insurances, confidentiality, etc.

FREED/ADRC accountability includes:

- Identification of staff dedicated to the management of the project, who will be available for consultation as needed, including quick responses to emails, questions, and requests to provide feedback within agreed upon timeframes.

- Timely provision of all information which has a bearing on the project.

- Introductions to key individuals as needed.

- Direct costs associated with convening workshops and other meetings organized through this contract (e.g., room rentals, client and stakeholder travel costs, per diem, food, A/V, etc.).

- Outreach to and scheduling of staff participating in any project-related meetings or events.

Mutual Understandings Include:

- We will alert each other of anything we learn that may materially affect the success of this project.

- We will respect each other's confidentiality and proprietary materials and approaches.

- We will achieve reasonable accommodation of any unforeseen events, conflicts, and other priorities.

Timeline & Costs

*The timeframe for **all** services includes the completion of an updated draft strategic plan deliverable by June 30, 2028.*

The following table breaks out costs to be paid by FREED/ADRC by deliverable and tasks. Variable costs are based on a fee of $___ per hour. Fixed costs include office supplies and overhead. These estimates do not include communications equipment that could prove necessary for the project (e.g. an LCD projector, etc.).

Local ADRC Playbook Implementation 2026-2028
Cost Estimates (December 2026-June 2028)
FREED/Aging & Disability Resource Connection (FREED/ADRC)

Deliverables	Timeframe	Hours	Cost
Onboard and Establish Work Scope			
Finalize Scope of Work & Budget			
Data Collection & Assessment Summary			
Tracking System Design Plan			
Local Plan Implementation			
Workgroup Coordination			

Shared Database & Analysis System (built)			
Progress Summary Reports			
Final Project			
Draft Year 4 Action Plan Update			
Final Year 4 Action Plan Update			
Total Hours			
Indirect Cost (10%)			
Total Cost Estimate			

Payment Provisions

_____ will invoice by the 15th of each month following when work is completed. Invoices will include a brief description of progress toward deliverables.
FREED will pay invoices within 30 days of receipt.