

PERSONAL SERVICES CONTRACT

Health and Human Services Agency
County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

NEVADA COUNTY ECONOMIC RESOURCE COUNCIL, INC. (NCERC)

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) Provision of employment services for the Nevada County Department of Social Services.

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** \$49,988
(§3) **Contract Beginning Date:** 07/01/2016 **Contract Termination Date:** 06/30/2017
(§4) **Liquidated Damages:** N/A

INSURANCE POLICIES

Designate all required policies:

| | | Req'd | Not Req'd |
|------|--|-------------|-------------|
| (§6) | Commercial General Liability (\$1,000,000) | <u> X </u> | <u> </u> |
| (§7) | Automobile Liability | <u> X </u> | <u> </u> |
| | (\$ 300,000) Personal Auto <u> </u> (\$1,000,000) Business Rated <u> X </u> | | |
| | (\$1,000,000) Commercial Policy <u> </u> | | |
| (§8) | Workers' Compensation | <u> </u> | <u> X </u> |
| (§9) | Errors and Omissions (\$1,000,000) | <u> </u> | <u> X </u> |

Designate all required licenses:

(§14) N/A

NOTICE & IDENTIFICATION

(§33) **Contractor:** Nevada County Economic Resource Council
149 Crown Point Court, Suite A
Grass Valley, CA 95945
Contact Person: Tim G. Corkins
Phone: (530) 274-8455
E-mail: info@ncerc.org

County of Nevada: 950 Maidu Avenue
Nevada City, California 95959
Contact Person: Mike Dent
Phone: (530) 265-1410
E-mail: mike.dent@co.nevada.ca.us

Funding: 1589-50105-494-5001/521520 **CFDA No.:** 93.558
CFDA Agreement No.: CEC-29-2014

Contractor is a: (check all that apply)

Corporation: X Calif. Other LLC X Non-profit
Partnership: Calif. Other LLP Limited
Person: Indiv. Dba Ass'n Other

EDD: Independent Contractor Worksheet Required: Yes X No

ATTACHMENTS

Designate all required attachments:

| | Req'd | Not Req'd |
|---|-------------|-------------|
| Exhibit A: Schedule of Services (Provided by Contractor) | <u> X </u> | <u> </u> |
| Exhibit B: Schedule of Charges and Payments (Paid by County) | <u> X </u> | <u> </u> |
| Exhibit C: Schedule of Changes (Additions, Deletions & Amendments) | <u> </u> | <u> X </u> |
| Exhibit D: Schedule of HIPAA Provisions (Protected Health Information) | <u> </u> | <u> X </u> |
| Exhibit E: Uniform Administrative Requirements (CFDA-Funded) | <u> </u> | <u> X </u> |

Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. Scope of Services:

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. Charges and Payments:

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt of said invoice unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), of this Contract. If a Catalog of Federal Domestic Assistance ("CFDA") number is designated at §33, page one (1), of this Contract, then all components of compensation billed to County shall be calculated in accordance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapter I, Chapter II, Part 200, et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance").

Time for Performance

3. Contract Term:

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), of this contract. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), of this Contract.

4. Liquidated Damages:

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. Time of the Essence:

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. Commercial General Liability Insurance: (County Resolution Nos. 90-674, 02-439)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and non-contributory, that other insurance maintained by the County of Nevada shall be excess only and that neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance available to County;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90-676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and non-contributory, that other insurance maintained by the County of Nevada shall be excess only and that neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance available to County;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Workers' Compensation: (County Resolution No. 90-674)

If §8 at page one (1) hereof shall indicate a **Workers' Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County. The Workers' Compensation insurer shall agree to waive all rights of subrogation against the County, its agents, officers, employees, and volunteers for losses arising from work performed by Contractor for the County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for workers' compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution Nos. 90-674, 90-675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically

consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage. The following additional conditions apply to "claims made" coverage: In order for the acts and omissions of Contractor and all its agents during the term of this Agreement to be "continually covered" there must be insurance coverage for the entire contract period commencing on the effective date of this Agreement and ending on the date that is three (3) years beyond the final date this Agreement is effective, including any extensions or renewals of this Agreement. Contractor acknowledges that the provision of this Section may necessitate the purchase of "tail insurance" if coverage lapses. The requirement to maintain tail insurance shall survive termination of this Agreement.

Insurance afforded by the additional insured endorsement shall apply as primary and non-contributory insurance, and neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance maintained by County, its officers, agents and/or employees. Any insurance or self-insurance maintained by County, its officers, agents and/or employees shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor agrees neither its agents nor employees have any rights, entitlement or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against any such claim by its agents or employees.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Unless otherwise agreed in writing by the County's Risk Manager, Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, in the same amounts and subject to the same terms as are required of Contractor under this Contract, unless otherwise provided by County's Risk Manager. Said insurance shall include all upstream parties (including the Contractor and the County) as additional insureds using a Blanket Additional Insured Endorsement (ISO form number CG 20 38 04 13) or coverage at least as broad. Contractor shall verify that all subcontractors provide a policy endorsement in compliance with this Paragraph and shall provide a copy of the same to County at least ten (10) working days prior to

commencement of any work by subcontractor. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee, or to timely provide County with a copy of the required policy endorsement, shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Certificate of Good Standing:

Registered corporations including those corporations that are registered non-profits shall possess a Certificate of Good Standing also known as Certificate of Existence or Certificate of Authorization from the California Secretary of State, and further warrants to shall keep its status in good standing and effect during the term of this Contract.

16. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§ 1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§ 200 et seq., relating to apprenticeship. Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. A copy of the relevant prevailing wage as defined in Labor Code §1770 et seq. is on file with the Department of Transportation, County of Nevada, 950 Maidu Avenue, Nevada City, California 95959. Copies will be provided upon request.

17. Accessibility (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans with Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

18. Nondiscriminatory Employment:

In providing Services hereunder, Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and shall not discriminate against any employee, or applicant for employment or client because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, political affiliation, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

If applicable, Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

19. Drug-Free Workplace:

Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.

20. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

21. Conflict of Interest:

Contractor shall not cause, use or allow any payments, funds or proceeds derived from this Contract to be used, either directly or indirectly, for salary, wages or benefits, for any of its officers, directors, or shareholders. Contractor shall not cause, use nor allow any payments, funds or proceeds derived from this Contract to be used, either directly or indirectly, for salary, wages or benefits for any of its agents, servants, or employees, except those expressly specified in Exhibit "B".

Contractor further certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who performs any function or responsibilities in connection with this contract shall have any personal financial interest or benefit that either directly or indirectly arises from this contract. Contractor shall establish safeguards to prohibit its employees or its officers from using their position for the purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business or other ties.

22. Political Activities:

Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.

23. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report.

Default and Termination

24. Termination:

a. A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both **without notice**.

b. If Contractor fails to timely provide in any manner the services, materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any

ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

c. County, upon giving **seven (7) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract if the County, the Federal Government or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

d. Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by certified mail in conformity with the notice provisions. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

e. Any notice to be provided under this section may be given by the County Executive Officer or Designee or Agency Director.

25. Suspension:

County, upon giving seven (7) calendar days written notice to Contractor, shall have the right to suspend this Contract, in whole or in part, for any time period as County deems necessary due to delays in federal, state or County appropriation of funds, lack of demand for services to be provided under this contract, or other good cause. Upon receipt of a notice of suspension from County, Contractor shall immediately suspend or stop work as directed by County and shall not resume work until and unless County gives Contractor a written notice to resume work. In the event of a suspension not the fault of the Contractor, Contractor shall be paid for services performed to the date of the notice of suspension in accordance with the terms of this Contract.

Miscellaneous

26. Financial, Statistical and Contract-Related Records:

a. **BOOKS AND RECORDS:** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.

b. **INSPECTION:** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.

c. **AUDIT:** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.

27. Non-Profit Provisions:

If Contractor is registered as a non-profit corporation, Contractor shall comply with the following requirements of this section:

a. Reporting Requirements:

Contractor shall submit a report to County no later than thirty (30) days after the aforesaid Contract Termination Date, which report shall identify the status of each service which was provided as described in **Exhibit "A"** (Schedule of Services), and detail all amounts expended as set forth in **Exhibit "B"** (Schedule of Charges and Payments), or otherwise. This report is subject to audit by the Nevada County Auditor/Controller.

b. Supplemental Audit Provisions:

(i) Contractor shall provide the most recent copy of the Contractor's reviewed or audited financial statements. Said financial statements shall be verified by an independent Certified Public Accountant. These financial statements together with the Certified Public Accountant's verification are due to the County within thirty (30) days of execution of the Contract. If Contractor, however, has another County Contract currently in effect and has previously provided this information to the County within the last year, it is not necessary for Contractor to re-submit these statements and verification under this Agreement.

(ii) Non-profit Contractors whose contract with the County includes services that will be reimbursed, partially or in full, with Federal funds are also governed by the OMB Super Circular and are required to have a single or program-specific audit conducted if the Contractor has expended \$500,000 or more in Federal awards made on or before December 26, 2014, or \$750,000 or more in Federal awards made after December 26, 2014, during Contractor's fiscal year. Any Contractor who is required to complete an annual Single Audit must submit a copy of their annual audit report and audit findings to County at the address listed in "Notices" §32 of the executed contract within the earlier of thirty (30) days after the Contractor's receipt of the auditor's report or nine (9) months following the end of the Contractor's fiscal year.

28. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefore, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

29. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

30. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

31. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract. If a CFDA number is designated at §33, page one (1), of this Contract then the applicable CFDA funding agreement requires that this Contract shall also be governed by and construed in accordance with all applicable laws, regulations and contractual obligations set forth in the applicable CFDA funding agreement. Contractor shall comply with all terms and conditions of the applicable CFDA funding agreement and all other applicable Federal, state and local laws, regulations, and policies governing the

funding for this Contract. A full copy of the applicable CFDA funding agreement is available for review at the Health and Human Services Agency Administration Office.

32. Confidentiality:

Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by the County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Agreement, the Contractor agrees to protect the confidentiality of any confidential information with which the Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

The Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this agreement. Violation of the confidentiality of patient or client information may, at the option of the County, be considered a material breach of this Agreement.

33. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §33 page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §33. Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

34. Authority:

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

CONTRACTOR:

COUNTY OF NEVADA:

Tim G. Corkins
Treasurer

Dan Miller
Chair, Board of Supervisors

Dated: _____

Dated: _____

Attest: _____
Julie Patterson-Hunter
Clerk of the Board of Supervisors

EXHIBIT “A”
SCHEDULE OF SERVICES
NEVADA COUNTY ECONOMIC DEVELOPMENT CORPORATION

Nevada County Economic Development Corporation (NCERC), hereinafter referred to as “Contractor” shall provide employment services for the Nevada County Department of Social Services, hereinafter referred to as “County”.

PROGRAM OVERVIEW

In 2015-16 NCERC partnered with NoRTEC (Northern Rural Training and Employment Council), which is an 11 county consortium, to conduct an in-depth “Digital Technology Workforce Needs and Gaps Assessment”. Since then the ERC has leased a 27,000 sq. foot building in Nevada City and has released a public announcement of the launch of Green Screen Institute as the brand for their Digital Media Technology Campus. In addition, a Digital Media Technology anchor tenant named Gyro Stabilized Systems was secured. The Green Screen Institute, facility and brand will include an accelerator & investment program for startups, a co-working space for established corporations and a digital tech training academy. NCERC’s goal is to bring employers and talent together in the same facility and create a digital media technology ecosystem by incorporating this training academy into the overall facility work-plan.

Among the conclusions in the Workforce Needs Assessment the following findings stood out:

Digital Media Technology

- The top two greatly in-demand positions are those related to software development and network management. Most companies find it hard to find mobile app developers in particular.
- In most well established and larger organizations, almost 50% of their senior technology staff are within 5-10 years of retirement and see an urgent need to have a talent pipeline to refill these positions.
- Many companies in the region find it hard to recruit talent away from the Bay Area, and they indicate a high need of developing a local tech talent pipeline.
- By 2020 more than 40% of the American workforce will be free-lancers and most companies are trending towards hiring more contractors versus employees. In Nevada County we already have a number of freelancers with tech skills working remotely for large corporations in the Bay area.
- There are not many schools or training programs that offer “boot-camp” style training to non-college bound youth, incumbent workers, long-term unemployed or low income populations in the entire Greater Sacramento region (which includes Nevada County) and there are none in Nevada County.
- Finally, today nearly 8 out of 10 middle skill jobs require digital skills, throughout all industries and sectors. Digitally intensive middle-skill occupations offer 18% higher wages on average: \$23.76 per hour compared to \$20.14 per hour for all

other middle-skill jobs.

Virtual Reality

- VR/AR market is expected to grow from .5 billion to an 80 billion dollar industry by 2020.
- Of all the digital media sectors, Virtual Reality is one in which maximum innovation is currently happening and applications are being developed for markets that range from entertainment, gaming, health care, real estate and communications, etc.
- While various large and small enterprises are investing in new and innovative hardware and software for the Virtual Reality Industry, there is a lag of content and content creators, and much talent needs to be created and focused on content creation for virtually every imaginable industry.
<http://techcrunch.com/2016/04/03/virtual-reality-is-about-to-go-mainstream-but-a-lack-of-content-threatens-to-hold-it-back>

Using the data from the workforce needs assessment as well as national trends provided by experts, there is an urgent need to provide a talent pipeline in the following areas where large gaps/demand were indicated: Software Development, Mobile App Development, Web Development, Systems Networking, Project Management, Data Analytics, Digital Marketing and Digital Preparedness for Small Businesses.

The NCERC, leveraging the Green Screen Institute facility and brand is now positioned to create a Digital Media and Technology Academy that provides solutions for the above careers. The Academy's goal is to create a talent pipeline that is prepared for the digital economy and has prospects of being engaged in a high wage, high growth industry, with opportunities to work for local as well as global companies without having to relocate. The training will be presented via a platform that enables participants a realistic path to develop common digital technology skills, which will also strengthen their employability in multiple operating environments. Importantly, these skills will be able to be taught to those without an extensive background in computer science. The Academy plans to model it loosely after [Bitwise Industries](#) and their [Geekwise Academy](#) in Fresno, the Founding Partner of which, Jake Soberal, has willingly shared substantial operational and management information that is helpful for launching the Green Screen Institute. Geekwise Academy has partnered with Fresno Social Services to bring software development training to their clients.

NCERC is now creating the first pilot program in collaboration with Nevada Union Adult School, Sierra College, SacVR, Nevada County Information Systems Dept. and Placer Adult School, who are excited to be project partners as well as provide NCERC matching funds and in-kind resources.

CONTRACTOR RESPONSIBILITIES

- Hire a Program Director to manage this program; create and finalize a curriculum

matching the needs and gaps indicated by the workforce assessment survey, keeping it in alignment with the overall GSI mission of creating a hub of excellence for Virtual Reality Innovation.

- Create an inventory of supplies and equipment required for delivering the program/s and set up classroom infrastructure. Strive to purchase equipment by August 30, 2016.
- Work closely with CalWORKs partner agencies including Nevada County Works in creating awareness for the programs and career pathways available upon taking these courses and improving overall digital literacy. This will include hosting a series of periodic “briefing sessions” with Nevada County Works and its clients in order to create awareness and education regarding the digital media industry and job opportunities and pathways, both locally as well as on the cloud.
- Create pre-attendance soft training plans to be administered by Nevada County Works, to create confidence and familiarity with the subject matter for the potential students.
- Recruit industry expert faculty/mentors for the following classes in 2016:
 - a. IT Tech Training with CompTIA A+
 - b. Microsoft Office Basic to Advanced
 - c. Web Applications (HTML, CSS3, JavaScript)
 - d. Coding Fundamentals with Python
 - e. Programming Foundations using C and C#
 - f. Virtual Reality Boot Camp (CGI Based)
 - g. Video Production Boot Camp for Virtual Reality

Future Classes that will be offered in 2017

- a. Mobile Application Development
 - b. Additional Networking and Cyber Security Certifications - both CompTIA and CISCO
 - c. Full Stack Coding Skills
 - d. Digital Skills for Business Professionals. Examples:
 - 1. Online Marketing Skills and Strategies
 - 2. Jetpack skills and strategies for WordPress users
 - 3. Project Collaboration using SharePoint and Google Apps
 - e. 3D Modeling and Animation / Character Design
- Marketing and Enrollment
 - a. Create enrollment and student referral processes with partner agencies such as CalWORKs, NU Adult School, Placer School for Adults, Sierra College, etc.
 - b. Promote the program and recruit students including hosting regular open house events to present these opportunities and career pathways to CalWORKs clients and the public starting in July.

- c. Provide (six) 6-week classes in the key subject areas. The first classes shall start in August/September 2016 and the final classes shall conclude by June 30, 2017.
- Create a career placement program internally or in alliance with workforce development agencies in order to
 - a. Procure industry related projects and internship sites as well as liaise with employers to create a project and internship job pipeline for outgoing students
 - b. Create a career guidance/mentorship program to assist and advise students with career pathways upon graduation.
- Collaborate with entities like Nevada County Works, Green Screen Institute, Sierra Joint Consortium and NoRTEC on special projects to create joint programming to assist with employment training, such as Digital Works (<http://digitalworksjobs.com/>).
- Make available, at no cost to County, 1 of every 6 seats in the above listed classes to CalWORKS clients. This applies to every class offered.

Contractor Reporting Responsibilities:

- Contractor shall provide progress reports quarterly to the CalWORKS Program Manager to include activities completed related to the services listed above and specifically the number of CalWORKs clients enrolled and number of clients who have completed each course.
- Reports shall be delivered by the 20th day of the following month of each quarter.

Additional Contractor Responsibilities:

- Provide certification that civil rights/non-discrimination training was provided to all contract staff within 60 days of contract initiation.
- Provide assurance of Compliance with Confidentiality - Contractor shall hold CalWORKs related information confidential as directed and applies in State Welfare and Institutions Code Section 10850, California State Department of Social Services, Policies and Procedures
- Manual, Division 19-000 and Civil Code Section 56.10. Contractor agrees that they will provide certification within 60 days of contract initiation as to how and when the aforementioned laws, regulations were communicated to all persons performing services under Contractor's Agreement with the County of Nevada.

County Responsibilities:

- County will assist with creating awareness in all CalWORKs clients through their intake and counseling sessions and GSI staff will assist in training the counselors on course descriptions and FAQs.

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
NEVADA COUNTY ECONOMIC DEVELOPMENT CORPORATION (NCERC)

County agrees to reimburse contractor for satisfactory delivery of services pursuant to this Agreement, a maximum amount not to exceed \$49,988 for the contract term of July 1, 2016 through June 30, 2017.

The maximum obligation of this Contract is contingent and dependent upon final approval of State budget and County's receipt of anticipated allocations under the CalWORKS Program.

Upon approval of the contract by the Nevada County Board of Supervisors and receipt of an approved invoice, an amount of \$12,497 shall be provided as an advance payment for costs incurred for the period of July 1, 2016 through September 30, 2016.

BILLINGS AND PAYMENTS FOR OCTOBER 1, 2016 THROUGH JUNE 30, 2017: Contractor shall submit an invoice by the 20th of the month following the service quarter a request for the next quarter's advance in the amount of \$12,497 and provide a record of the previous quarter's actual expenses. The amount of the advance will be adjusted quarterly as per the over or under expenditure of funds already advanced. In no event shall services for the year exceed \$49,988. In the event Contractor is unable to provide contracted services, the unused portion of the advance remitted to Contractor will be returned to the County by July 31, 2017.

Reimbursement shall be based on the following project budget:

CONTRACT EXPENDITURE BREAKDOWN

| DESCRIPTION | Fiscal Year 2016/2017 |
|---|--------------------------|
| 1) Personnel Expenses: To include services of staff as detailed under Exhibit A of this agreement | \$25,500 |
| 2) Marketing Activities: To include design and production of print and digital marketing collateral and advertising expenses. | 4,000 |
| 3) Equipment: To include digital media equipment, classroom furniture and supplies | 16,361 |
| 4) Administrative Overhead 9% | 4,127 |
| Total Contract Expense | \$49,988 |

Note: Changes to the line items as detailed above in excess of ten percent (10%) shall be submitted in advance for approval by the Director of Social Services or his designee who at sole discretion shall determine if the change in the operating budget will continue to meet the outcomes of the contract.

Any and all furniture, computer equipment, furnishings, assets, etc. purchased with funds under this Agreement shall remain the property of the County. Contractor shall provide a detailed inventory listing to Program Manager with each quarterly invoice.

BILLING AND PAYMENT

Contractor shall submit to County by the 20th of each quarter following the quarter services were rendered. Each invoice shall include:

- A breakdown listing specific services provided, the date(s) and number of hours that are being billed, copies of payroll records, and receipts
- Months services were rendered
- Billing period covered
- Contract Number assigned to the approved contract

Invoices are to be submitted to:

Nevada County Department of Social Services
Attention: Fiscal Unit
Post Office Box 1210
Nevada City, California 95959

County shall review each billing for supporting documentation; verification of eligibility of individuals being served; dates of services and costs of services as detailed previously. Should there a discrepancy on the invoice, said invoice will be returned to Contractor for correction and/or additional supporting documentation.

Payments will be made in accordance with County processes once an invoice has been approved by the department.

Contractor shall provide the most recent copy of the Contractor's reviewed or audited financial statements. Said financial statements shall be verified by an independent Certified Public Accountant. These financial statements together with the Certified Public Accountant's verification are due to the County within thirty (30) days of execution of the Contract. If Contractor, however, has another County Contract currently in effect and has previously provided this information to the County, it is not necessary for Contractor to re-submit these statements and verification under this Agreement.