



RESOLUTION No. 24-372

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH VICTOR COMMUNITY SUPPORT SERVICES FOR SERVICES RELATED TO ADMINISTRATION OF THE RAPID RESPONSE TEAM AND FAMILY URGENT RESPONSE PROGRAMS IN THE MAXIMUM AMOUNT OF \$810,000 FOR THE TERM OF JULY 1, 2024, THROUGH JUNE 30, 2025

WHEREAS, Victor Community Support Services (VCSS) is a community-based agency which delivers mental health and family support services in the homes, schools and communities in which people live; and

WHEREAS, a Rapid Response Team (RRT) is a community-based service that utilizes a strength-based approach to support and empower families in accessing their natural supports and achieving individualized goals; and

WHEREAS, the Family Urgent Response System (FURS) is defined as a coordinated statewide and county-level system designed to provide collaborative and timely state-level phone-based response and county-level in-home, in-person mobile response during situations of instability, for purposes of preserving the relationship of the caregiver and the child or youth, providing developmentally appropriate relationship conflict management and resolution skills, stabilizing the living situation, and mitigating the distress of the caregiver or child or youth; and

WHEREAS, VCSS has agreed to provide an RRT, and preventive case management services designed to ensure that children remain safe, healthy, at home, in school, and out of danger and to prevent children from entering foster care, re-entering foster care or the juvenile justice system.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Professional Services Agreement by and between the County and Victor Community Support Services, Inc. pertaining to the provision of Rapid Response Team and the Family Urgent Response System Programs in the maximum amount of \$810,000 for the term of July 1, 2024, through June 30, 2025, hereby is approved in substantially the form attached hereto, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the agreement on behalf of the County of Nevada.

Funds to be disbursed from accounts:

1589 40140 491 1000/521520- \$560,000.00
1589 50104 494 3101/521520- \$250,000.00

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 9th day of July 2024, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout,
Susan Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

Recuse: None.

ATTEST:

TINE MATHIASSEN
Chief Deputy Clerk of the Board of Supervisors

By: 



Hardy Bullock, Chair

Administering Agency: Nevada County Social Services Department, Health and Human Services Agency

Contract No. RES 24-372

Contract Description: Provision of services related to a Rapid Response Team (RRT) and the Family Urgent Response System (FURS) Programs for the County of Nevada.

**PROFESSIONAL SERVICES CONTRACT
FOR HEALTH AND HUMAN SERVICES AGENCY**

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of July 9, 2024 by and between the County of Nevada, ("County"), and Victor Community Services, Inc. ("Contractor") (together "Parties", individual "Party"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed Eight Hundred Ten Thousand Dollars (\$810,000).**
3. **Term** This Contract shall commence on July 1, 2024 All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: June 30, 2025.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The Parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A or elsewhere in this Contract shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither Party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

8. **Liquidated Damages**

Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages ☐shall apply ☒shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit H, attached hereto.

9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of County.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and services to be performed under this Contract are personal to Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions **and information technology security provisions** set forth herein, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall

constitute a material breach of this Contract, 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.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.
13. **Certificate of Good Standing** Contractors who are 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 shall keep its status in good standing and effect during the term of this Contract.
14. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.
15. **Contractor without additional compensation** Contractor's personnel, when on County's premises and when accessing County's network remotely, shall comply with County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by County's Chief Information Officer or their designee.

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 section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
- 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. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
 - Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
 - Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and each subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
 - The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
17. **Accessibility** It is the policy of County that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be comply 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** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation, or any other legally protected category, in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
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. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
21. **Debarment** In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, Contractor shall be screened at www.sam.gov. to ensure Contractor, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549
22. **Financial, Statistical and Contract-Related Records:**

- 22.1. **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.
- 22.2. **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, including general business 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.
- 22.3. **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 correct amount owed during the audit period.
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.
24. **Termination.**
- A. A material breach , as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, 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) calendar days written notice to Contractor.**
 - C. 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 registered mail in conformity with the notice provisions, below. In the event of termination not the fault of Contractor, 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 Contractor has no control.

- D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if County 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.
- E. Any notice to be provided under this section may be given by the Agency Director.
- F. 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.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include handwriting, typewriting, printing, Photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.
- 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

25. **Intellectual Property** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of County. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to County all right, title, and interest, including all copyrights and other intellectual property rights, in or to the "works made for hire." Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Contract, without County's prior express written consent. To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, to Contractor during this Contract, such information shall remain the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.

26. **Waiver** One or more waivers by one Party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other Party.
27. **Conflict of Interest** Contractor certifies that no official or employee of County, nor any business entity in which an official of County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County's Personnel Code
28. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other contract, statement, or promise made by any Party, or to any employee, officer or agent of any Party, which is not contained in this Contract, shall be binding or valid.
29. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all Parties, except as expressly provided in Section 24, Termination.
30. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each Party waives any federal court removal and/or original jurisdiction rights it may have.
31. **Compliance with Applicable Laws** Contractor and any subcontractors shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the services or type of services to be provided by this Contract.
32. **Subrecipient** This contract ☒ shall not ☐ shall be subject to subrecipient status as such: the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance"). A copy of these regulations is available at the link provided herein for the Code of Federal Regulations.
https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
33. **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 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 Contract, Contractor agrees to protect the confidentiality of any confidential information with which 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.

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

34. **Additional Contractor Responsibilities**

- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
- B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
- C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

35. **Information Technology Security Requirements** This contract ☐shall not ☒shall be subject to Exhibit F, "Information Technology Security," which is attached and incorporated by this reference. Contractor's failure to comply with the requirements in Exhibit F is a material breach of this Agreement.

36. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the Parties as follows:

COUNTY OF NEVADA:		CONTRACTOR:	
Nevada County, Social Services Department of Health and Human Services		Victor Community Services, Inc.	
Address:	950 Maidu Ave	Address	1360 East Lassen Avenue
City, St, Zip	Nevada City, CA 95959	City, St, Zip	Chico, California 95973
Attn:	Nick Ready	Attn:	Jenna Artaz
Email:	Nicolas.Ready@co.nevada.ca.us	Email:	Jenna.Artaz@victor.org
Phone:	(530) 265-1654	Phone:	(530) 847-8572

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

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 to begin on the Effective Date.

COUNTY OF NEVADA:

By: HSK

Date: 07/16/2024

Printed Name/Title: Honorable Hardy Bullock, Chair, of the Board of Supervisors

By: me ll

Attest: Clerk of the Board of Supervisors, or designee

CONTRACTOR: Victor Community Services, Inc.

By: Edward Hackett

Date: 07/01/2024

Name: Ed Hackett

* Title: CFO

****If Contractor is a corporation, this Contract must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

Exhibits

Exhibit A: [Schedule of Services](#)

Exhibit B: [Schedule of Charges and Payments](#)

Exhibit C: [Insurance Requirements](#)

Exhibit E: [Schedule of HIPAA Provisions](#)

Exhibit F: [Information Technology Security](#)

[Summary Page](#)

**EXHIBIT “A”
SCHEDULE OF SERVICES
VICTOR COMMUNITY SUPPORT SERVICES**

Victor Community Support Services (VCSS) hereinafter referred to as “Contractor”, provide services related to a Rapid Response Team (RRT) and the Family Urgent Response System (FURS) Programs for the County of Nevada, Department of Social Services, hereinafter referred to as “County.”

Program Overview:

Child Welfare Services (CWS) is required to offer Preventative and Early Intervention strategies that not only provide for the safety and permanency of children but also for services that target the overall well-being of families, and meet the critical safety needs of all children and families referred into the Child Welfare System.

VCSS is a community-based agency which delivers mental health and family support services in the homes, schools and communities in which people live. VCSS delivers programs ranging from prevention and early intervention to highly intensive home-based services designed to prevent residential and other institutional placements. VCSS is focused on empowering people of all ages to build upon their strengths and capacities to address the problems and needs they have within their lives.

Population RRT:

The population to be served by RRT program be those who are court dependents, non-dependents and wards that are not immediately at-risk of an out-of-home placement, and therefore do not meet the criteria for wraparound services. These families may be in need of support and stabilization in order to remain in their current homes/placements and avoid further CWS, Probation, or court intervention.

Scope of Services RRT:

Contractor to provide the following services:

1. A rapid response team (RRT) which is a community based service that utilizes a strength based approach to support and empower families in accessing their natural supports and achieving individualized goals. This is done with the use of a team approach that quickly “wraps” the family with support and services in order to assist them in achieving stability and success across multiple life domains.
2. The RRT send a team member to the CWS’ Review Evaluate Determine (RED) Team which reviews all referrals to assist in determining which referrals would benefit from a joint CWS and RRT response.
 - a. An RRT member be present at all RED Teams to assess and consult on referrals.
 - b. An RRT member may not be necessary if there are no referrals to assess or referrals clearly do not meet the need for a rapid response which be determined by the Emergency Response (ER) Supervisor, who will then notify the RRT member.
 - c. RRT referrals are staffed and the RRT referral form is completed in RED team. The response is scheduled at RED team and may include an initial investigative response or a warm hand off.
 - i. The completed RRT referral form is sent to the entire team RRT, the assigned CWS Social Worker, the ER Supervisor and the CWS Program Manager.
 - ii. Pregnant women referrals will be given to the RRT team to respond to without CWS.
 1. The CWS Intake Worker will contact the family prior to RRT making contact.

3. The appointment for the initial joint CWS and RRT home visit occurs as soon as possible and within no more than five calendar days from the date the RRT referral is made.
 - a. The RRT worker will follow-up with the family within five days of the initial meeting.
4. The RRT staff complete the intake paperwork for the program on the initial visit to the home with CWS staff.
5. A rapid response facilitator conducts an assessment by the second appointment with the family to determine the level of intervention required and appropriate brokering of services.
6. Rapid response staff assist in developing natural and additional supportive services, focused on reducing the likelihood of the youth/family experiencing formal court proceedings, subsequent CWS referrals, contact with Law Enforcement, Probation, or court involvement.
7. An assessment process conducted by RRT be utilized to determine the need for full preventative wraparound services or immediate, short-term case management to connect families to existing resources and natural supports.
8. Preventive case management services be provided and designed to ensure that children remain safe, healthy, at home, in school, and out of danger and to prevent children from entering foster care, or re-entering foster care or the juvenile justice system.
9. RRT services address individual family needs, utilizing the Wrap principles/philosophy as a foundation with a CFT approach to mobilize, organize and facilitate the necessary elements for the family to become self-sufficient and independent from formalized services.
10. The RRT supervisor and agency director meet quarterly with the CWS supervisor and program manager to discuss the RRT, current practices, areas of improvement, trends and other pertinent topics related to the RRT.

Process:

1. Process include a: Safety Plan, Connection Map, Strength Assessment, CANS and a Safety related domain goal which address home and community needs.
2. Weekly Child and Family (CFTs) Meetings to occur at the family home or as needed.
 - a. The Facilitator conduct weekly CFTs with focus on celebrating achievements, evaluating progress on goals, collaborating on strategies to meet weekly needs and delegating tasks to formal/ informal and natural supports.
 - b. Weekly and as-needed in-home Family Partner support to parent/caregivers in order to bridge the gap between families and existing resources.
 - c. Weekly community and school support to identified child via Family Support Counselor in efforts of linking youth to community supports and provide mentorship/guidance and concrete skills. The Family Support Counselor ensures child's voice is heard throughout the process.
 - d. Mental Health linkage be provided by the team in order to maximize the family's use of appropriate existing services.
 - e. All service plans to be written in conjunction with referring caseworker and family and within the context of the Child and Family Team.
 - f. The RRT will transport clients on an as needed basis independent of CWS.
 - g. Rapid response services be provided for a maximum of approximately 5-6 months with the ability to graduate early or extend the time if the CFT agrees it benefit the youth and family. The RRT supervisor will then bring the recommendation to extend services to CWS management.
 - h. A 24/7 emergency on-call supervisor be provided to families in order to further their stabilization and safety goals and reduce reliance on formalized services.

Contractor RRT Performance Measures:

Goal	Objective
1. To prevent and reduce out-of-home placements and placement disruptions to higher levels of care.	75% of children and youth served be stabilized at home or in foster care.
2. Caregivers strengthen their parenting skills.	At least 80% of parents report an increase in their parenting skills as evidenced by the Child and Adolescent Needs and Strengths (CANS) Assessment.
3. Every child establishes, reestablishes, or reinforces a lifelong relationship with a caring adult.	At least 65% of children served be able to identify at least one lifelong contact as evidenced by the Connection Map.
4. Caregivers improve connections to the community.	At least 80% of caregivers report maintaining or increasing connection to natural supports as evidenced by the Connection Map.

County RRT Performance Measures:

Goal	Objective
1. Youth be out of legal trouble	At least 70% of youth have no new legal involvement (arrests/violations of probation/citations).
2. To reduce the amount of involvement with CWS and Probation.	70% of families who graduate having met their treatment goals not have an inconclusive or substantiated CWS referral or entries into foster care or Probation in the 12 months following RRT case closure.

Population FURS:

The population served by the FURS program includes current and former foster youth and their caregivers with immediate, trauma-informed support when needed. FURS shall provide community-based, on-call stabilization services as well as follow-up care to identified youth and/or their caregivers in order to:

- Prevent placement disruptions and preserve the relationship between the child or youth and their caregiver;
- Prevent the need for a 911 call or law enforcement involvement and avoid the criminalization of traumatized youth;
- Prevent psychiatric hospitalization and placement into congregate care;
- Promote healing as a family;
- Establish a CFT or connect families to their existing CFT to promote sustainability.

Scope of Work FURS:

The FURS staff shall adhere to the following guiding principles in their service delivery:

- Family voice and choice shall be honored. Each family member shall have a voice in identifying their current needs, and the family shall be the ultimate decision-makers regarding strategies suggested to de-escalate their crisis.

- Services shall be team-based. Staff shall work with families to identify a team of support to promote ongoing stabilization beyond the initial crisis.
- Natural supports shall be utilized as part of the team-based approach and family's existing networks shall be drawn upon for assistance.
- Services shall be collaborative among family members, natural supports, and paid providers to ensure that an appropriate and sustainable plan is implemented to reduce the likelihood and intensity of future crisis situations.
- Services shall be community-based and shall take place in the family's home or at other central locations agreed upon by all parties.
- Suggested interventions shall take family's individual cultures and practices into consideration, and each family's crisis shall be treated through a culturally-informed lens.
- Service approaches shall be individualized to each family's unique needs and shall be tailored to be situation-specific.
- Client's and family's existing strengths shall be leveraged to alleviate the immediate crisis and in planning for sustainable stability.
- Staff shall be persistent in their efforts to engage families and shall utilize creative approaches to alleviate immediate crisis and for ongoing safety planning.
- Services shall be outcomes-based; staff shall set goals for safety with each family and services shall be targeted at meeting individual goals.

Program Procedures:

The Team:

The FURS Team shall be comprised of a group of Clinicians and Family Advocates (Parent Partners, Youth Partners, and/or Family Support Counselors) who shall be available on a rotating basis. At least (1) Clinician shall be on-call at all times to ensure that clinical assessment is available, should it be required.

The FURS Team Lead shall be the Supervisor who also oversees the RRT.

In addition, there will be (1) full-time employed FURS Parent Partner who will participate in the on-call rotation and provide the majority of linkage and follow-up care for FURS clients. The FURS Parent Partner will be co-located at Child Welfare offices and will perform duties as requested by both Victor and CWS, including but not limited to: participation in county committees, providing consumer input on policy, and direct client contact as indicated by CWS. Training, supervision, and management of this position will be held by Victor.

Roles:

- The *Supervisor* shall serve team leader and shall assist in triaging crisis calls as they are received from the FURS state hotline staff. The supervisor shall identify appropriate team members for initial response and ensure fidelity to the service model throughout the course of services.
- The *Clinician* shall participate in the initial crisis response in t and will provide clinical assessment of the youth or caregiver in order to maintain immediate safety. They will participate in any follow-up activities as indicated and as appropriate, with the guidance of the supervisor.
- The *Facilitator* may participate in initial crisis response when indicated. They shall serve as a "bridge" between the family and service providers to address any barriers to treatment and shall serve as a resource and linkage expert. They shall provide in-vivo behavioral support and coaching to the youth and/or caregiver as necessary. They will serve as the hub of treatment for any follow-up and will guide the CFT in the identification and completion of goals aimed at safety and sustainability.
- The *FURS Parent Partner* may participate in initial crisis response when indicated and will serve as a "bridge" between the family and service providers to address any barriers to treatment and will serve as a resource and linkage expert. They will provide in-vivo behavioral support and coaching to the youth and/or caregiver as necessary.

Essential Duties:

The FURS Team shall be based primarily in Western Nevada County; however, staff shall respond to needs in both Eastern and Western County. FURS staff shall maintain an on-call rotation in which 1 Clinician and 1 Family Advocate are available 24 hours per day/ 7 days per week to respond to immediate needs identified by state hotline workers. Staff shall respond to immediate crises in the timeframes determined in collaboration with the state hotline workers. Staff shall provide follow-up to families within 72 hours following the immediate crisis and shall provide up to 30 days of linkage and support services specific to each family's needs.

Treatment Process:

Phase 1: De-Escalation of Immediate Crisis & Safety Plan Development

- The FURS Team shall be contacted by the state hotline worker in order to provide an in-person response to crisis.
- The FURS Team shall work with the state hotline worker to determine the type of in-person response:
 - “Urgent” means an immediate, in-person, face-to-face response within one hour, but not to exceed three hours in extenuating circumstances. All FURSs shall be considered urgent unless a child, youth, or caregiver requests to schedule a same-day response at a specific time or window of time.
 - “Non-urgent” means an in-person, same-day response within 24 hours. When a child, youth, or caregiver requests to schedule a same-day response at a specific time or window of time outside the required three-hour timeframe, the response would be considered non-urgent.
- The Supervisor shall assist in triaging the situation to determine appropriate staff response.
 - Responding team shall generally include (2) team members in order to provide individual support to both the youth and caregiver simultaneously.
 - The Clinician shall be specifically deployed if the content of the call includes a mental health crisis, escalating behaviors, suicidal ideation, prolonged isolation, extreme mood changes or threats of self-harm.
- Responding staff shall meet the family at their home (or at a mutually agreed upon neutral location) to provide immediate services in order to stabilize the situation and maintain safety. Services include but are not limited to:
 - Assessment of the factors that led to the crisis,
 - De-escalation of the immediate crisis,
 - Mediation surrounding identified conflict,
 - Comprehensive safety planning to address the immediate need,
 - Supportive and trauma-informed linkage to 911 emergency services if required,
 - Coaching of sustainable solutions to prevent future conflict or crisis, and
 - Identification of formal and informal supports for the family via the completion of a Connection Map.
- The identified Safety Plan shall include but is not limited to:
 - Assessment of triggers and antecedents to the crisis for the youth and caregiver,
 - Detailing of the “escalation curve” to assist in identification of pre-crisis behaviors, and
 - Identification of coping strategies, alternative behaviors, and systems of support to be utilized at every stage of the escalation curve.
- The FURS Team shall follow protocols identified in collaboration with the state hotline, Child Welfare, or Probation immediately following the incident to notify these parties of outcome and next steps to ensure appropriate communication across systems.

Phase 2: Initial Follow-Up (occurs within 72 hours of the initial crisis)

- The FURS/Rapid Response Team shall follow-up with the family via phone or in-person to ensure that stability is maintained and that immediate concerns are alleviated.

- The Facilitator shall initiate contact with formal supports already present in the family's life (such as a mental health therapist, SUD counselor or Wraparound team) to schedule a Child and Family Team (CFT) meeting.
 - If the family already has a CFT in place, the Facilitator may defer to the CFT to schedule this meeting.
 - If no formal supports are currently present, identification of necessary referrals shall be a primary target of treatment.
 - CWS, Probation, and/or Behavioral Health shall be included in the CFT process as indicated.
- In the event that formal supports are *already in place*, efforts shall be made by the team during this phase and throughout the course of treatment to understand and remove barriers to the family making initial contact with their existing service providers during times of crisis.
- The Facilitator shall include identified natural/informal supports in the CFT process as well.
- A CFT Meeting shall occur within 72 hours of the incident in which the identified Safety Plan shall be presented and team members shall collaborate to identify short-term goals for the family to ensure sustainability of the Safety Plan. Recommendations for follow-up care could include but are not limited to:
 - Linkage support to necessary identified resources to be accomplished by the Family Advocate,
 - Brief, short-term behavioral support in the home or community,
 - Engagement of new or ongoing support services to create increased sustainability and reduce likelihood of recurrence of crisis, and
 - Engagement of identified natural supports to assist in future crisis.

Phase 3: Monitoring (1-3 weeks)

- After the initial CFT Meeting, the Team shall follow-up regularly with the family and identified team members to ensure completion of action steps related to follow-up care.
 - Barriers to completion shall be addressed via the assistance of the Family Advocate.
- Identified referrals for ongoing services shall be made and the FURS Team shall help ensure family engagement in identified services.
- Additional CFT Meetings may be scheduled during this time to jointly monitor progress and/or address barriers to goal attainment.
- Members of the FURS Team shall have contact with the family at minimum 1 time per week during this phase, with more frequent contact to be provided when indicated.
- The identified Safety Plan shall continue to be monitored and revised as needed.

Phase 4: Transition

- Transition shall be determined at the time that the family has achieved the goals identified by the CFT and demonstrated increased use of their Safety Plan during instances of crisis, or when they have seen an overall reduction in the frequency and severity of crisis situations.
- The Facilitator shall conduct a final CFT Meeting that shall include a review of the identified Safety Plan, and finalize any steps related to a warm hand-off with ongoing service providers.

Contractor FURS Performance Measures:

Goal	Objective
1. To prevent and reduce out-of-home placements and placement disruptions to higher levels of care.	75% of children and youth served be stabilized at home or in foster care.

2. Caregivers strengthen their parenting skills.	At least 80% of parents report an increase in their parenting skills as evidenced by the Child and Adolescent Needs and Strengths (CANS) Caregiver Domain score.
3. Every child establishes, reestablishes, or reinforces a lifelong relationship with a caring adult.	At least 65% of children served be able to identify at least one lifelong contact as evidenced by the CANS Strengths Domain score.
4. Caregivers improve connections to the community.	At least 80% of caregivers report maintaining or increasing connection to natural supports as evidenced by the CANS Strengths Domain score.
5. FURS timeframes shall be observed.	90% of FURS in-person responses shall be made in accordance to response timeframe decisions made by the state hotline worker and the FURS supervisor for Urgent (within 1-3 hours) and Non-Urgent (within 24 hours) in-person responses.

Contractor agrees to provide the following:

1. Contractor, at all times, maintain communication and coordination with the County's CWS Program Manager or his/her designee regarding services or for problem solving discussions.
2. Respect and keep confidential information given about the client and their family.
3. Ensure services are culturally competent and culturally responsive.
4. Collaboration and cooperation with, mental health, public health, child welfare, social services, justice system, substance abuse providers, attorneys, drug courts, social services, and other agencies or providers that may be involved with the client.
5. Develop an understanding of the responsibilities, objectives, and requirements of the County in regard to the client and work collaboratively in planning for the client.
6. Contractor shall cooperate with the County for the purposes of providing statistical information regarding client-based data collection and outcomes relating to services rendered under this Agreement including:
 - a. Age and ethnicity demographics on all clients.
 - b. Monthly contact summary for all clients referred to include:
 - i. Engagement of the client with the RRT.
 - ii. Amount of RRT team time spent with the client including dates.
 - iii. Details of RRT services provided.
 - iv. Referrals to community based services and any warm hand-offs provided.
 - v. Client's engagement in referred services.
 - vi. Written evaluations of the client's progress to the County.
 - vii. Monthly reports due the 10th of the following month.
 - c. Case closure summaries for all cases.
7. Contractor shall attend meetings with Children's Behavioral Health, Child Welfare and Probation to discuss program progress and determine necessity of full Medi-Cal Wraparound Services for referred clients.
8. Contractor shall agree to meet with County and Partnership Healthplan regarding feasibility of applying for CalAIM Enhanced Care Management funding for the Rapid Response Program. If the parties agree it is feasible, agree to amend this contract as appropriate and needed.

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
VICTOR COMMUNITY SUPPORT SERVICES

County agrees to reimburse Contractor for satisfactory delivery of services pursuant to this Agreement, a maximum amount not to exceed Eight Hundred Ten Thousand Dollars (\$) for the entire contract term of July 1, 2024 through June 30, 2025.

DESCRIPTION	FY 2024-25
TOTAL PERSONNEL EXPENSES	\$409,692
TOTAL OPERATING EXPENSES	\$145,151
TOTAL EQUIPMENT EXPENSES	\$5,157
FURS CRISIS SUPPORT SERVICES	\$250,000
TOTAL CONTRACT EXPENSES	\$810,000

Should the categories budgeted above change by more than ten percent (10%); a budget modification shall be submitted for approval. The Department of Social Services at its sole discretion shall determine if the change in the operating budget will continue to meet the outcomes of the Agreement.

CONTINGENCY

Contract maximum is contingent and dependent upon the County's annual receipt of anticipated State/Federal Funds for contract services.

BILLING AND PAYMENT

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

- Dates/Month/hours of services rendered
- Cost of services rendered – identifying total direct costs
- Billing period covered
- Contract Number assigned to the approved contract
- Unique invoice number for each invoice submitted
- Supporting documentation

Invoices are to be submitted to:

Nevada County Department of Social Services
Attention: Nicholas Ready
988 McCourtney Rd #104
Grass Valley, California 95949

County shall review each billing for supporting documentation, dates of services, and costs of services as detailed previously. Should there be a discrepancy on the invoice, said invoice shall be returned to Contractor for correction and/or additional supporting documentation. Payments shall be made in accordance with County processes once an invoice has been approved by the Department.

BILLING AND PAYMENT EXCEPTION

By the twenty-fifth of June each year, Contractor shall provide an invoice for services rendered for the month of May. An invoice of services provided for the month of June shall be provided no later than the fifth of August.

EXHIBIT C
INSURANCE REQUIREMENTS
VICTOR COMMUNITY SERVICES, INC.

Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Sexual Abuse or Molestation (SAM) Liability:** If the work will include contact with minors, elderly adults, or otherwise vulnerable clients and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain policy covering Sexual Abuse and Molestation with a limit no less than **\$1,000,000** per occurrence or claim.
3. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
4. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
5. **Professional Liability (Errors and Omissions)** Insurance covering **social worker** case management malpractice, also sexual molestation/misconduct/abuse, and information privacy coverage with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.
6. **Cyber Liability:** Insurance, with limit not less than **\$5,000,000** per occurrence or claim, **\$5,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status: County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least

as broad as ISO Form CG 20 10 11 85 or if not available, then through the addition of both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)

2. **Primary Coverage** For any claims related to this contract, **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by County, its officers, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. **Umbrella or Excess Policy** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.
4. **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to County.
5. **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.
6. **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
7. **Self-Insured Retentions** must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds **\$25,000** unless approved in writing by the County. Any and all deductibles and SIRs shall be the sole responsibility of the Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.
8. **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by County. County may require Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.
9. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to County.

10. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis:
- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
11. **Verification of Coverage** Contractor shall furnish County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
12. **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
13. **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
14. **Premium Payments** The insurance companies shall have no recourse against County and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
15. **Material Breach** Failure of Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
16. **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of a Contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the Contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

EXHIBIT "E"
SCHEDULE OF HIPAA PROVISIONS
FOR COVERED ENTITY CONTRACTORS

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):
HEALTH CARE PROVIDER AGREEMENT

Contractor acknowledges that it is a "health care provider" and therefore is a Covered Entity, for purposes of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH") and therefore is directly subject to the privacy, security and breach notification requirements therein and the civil and criminal penalties and shall implement its standards.

Contractor agrees to:

1. Contractor shall comply with all applicable federal and state laws and regulations pertaining to the confidentiality of individually identifiable protected health information (PHI) or personally identifiable information (PII) including, but not limited to, requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, the California Welfare and Institutions Code regarding confidentiality of client information and records and all relevant County policies and procedures.
2. Contractor shall not use or disclose PHI or PII other than as permitted or required by law.
3. Develop and maintain a written information privacy and security program that includes the designation of Privacy and Security Officer and establishes and maintains appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this Contract and applicable law. Safeguards shall include administrative, physical, and technical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities. Contractor will provide County with information concerning such safeguards as County may reasonably request from time to time.
4. Track disclosures and make available the information required to provide an accounting of disclosures if requested by the individual or County in accordance with 45 CFR §164.528.
5. Ensure sufficient training and utilize reasonable measures to ensure compliance with requirements of this Contract by Contractor's workforce members who use or disclose PHI (in any form) to assist in the performance of functions or activities under this contract; and discipline such employees who intentionally violate any provisions of this Contract, including termination of employment. Workforce member training shall be documented and such documents retained for the period of this Contract and made available to County for inspection if requested.
6. Take prompt corrective action in the event of any security incident or any unauthorized use or disclosure of PHI to cure any such deficiencies and to take any action required by applicable federal and state laws and regulations.
7. Report to County any security incident or any unauthorized use or disclosure of PHI (in any form). Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Contractor shall make this report by the next business day following

discovery of the use, disclosure, or security incident. Any unauthorized use or disclosure or security incident shall be treated as discovered by Contractor on the first day on which such use or disclosure or security incident is known to Contractor, including any person, other than the individual committing the unauthorized use or disclosure or security incident, that is an employee, officer or other agent of Contractor, or who should reasonably have known such unauthorized activities occurred. Reports should be made by email to privacy.officer@nevadacountyca.gov or by calling (530) 265-1740

8. Make Contractor's internal practices, books, and records relating to the use and disclosure of Protected Health Information received from or created or received by Contractor on behalf of County available to County upon request. In addition, Contractor will make these items available to the Secretary of the United States Health and Human Services for purposes of determining County's or Contractor's compliance with HIPAA and its implementing regulations (in all events Contractor shall immediately notify County of any such request, and shall provide County with copies of any such materials).
9. Contractor agrees that this Contract may be amended from time to time by County if and to the extent required by the provision of 42 U.S.C. § 1171, et seq., enacted by HIPAA and regulations promulgated thereunder, in order to assure that this Contract is consistent therewith; and authorize termination of the Contract by County if County determines that Contractor has violated a material term of this Contract.
10. Ensure that Contractor will enter into "Business Associate Agreements" as required by HIPAA including provisions that the Business Associate agrees to comply with the same restrictions, conditions and terms that apply to Contractor with respect to this Contract and with applicable requirements of HIPAA and HITECH. The Business Associate Agreement must be a written contract including permissible uses and disclosures and provisions where the Business Associate agrees to implement reasonable and appropriate security measures to protect the information (PHI or ePHI) it creates, receives, maintains or transmits on behalf of Contractor or County with respect to this Contract.

EXHIBIT F
INFORMATION TECHNOLOGY SECURITY

1. Notification of Data Security Incident

For purposes of this section, “Data Security Incident” is defined as unauthorized access to the Contractor’s business and/or business systems by a third party, which access could potentially expose County data or systems to unauthorized access, disclosure, or misuse. In the event of a Data Security Incident, Contractor must notify County **in writing as soon as possible and no later than 48 hours after Contractor determines a Data Security Incident has occurred**. Notice should be made to all parties referenced in the “Notices” section of the Agreement. Notice must reference this contract number. Notice under this section must include the date of incident, Contractor’s systems and/or locations which were affected, and County services or data affected. The duty to notify under this section is broad, requiring disclosure whether any impact to County data is known at the time, to enable County to take immediate protective actions of its data and cloud environments.

Failure to notify under this section is a material breach, and County may immediately terminate the Agreement for failure to comply.

2. Data Location

2.1 Contractor shall not store or transfer non-public County of Nevada data outside the United States. This prohibition includes backup data and Disaster Recovery locations. The Contractor will permit its personnel and contractors to access County of Nevada data remotely only as required to provide technical support. Remote access to data from outside the continental United States is prohibited unless expressly approved in advance and in writing by the County.

2.2 The Contractor must notify the County **in writing within 48 hours** of any location changes to Contractor’s data center(s) that will process or store County data. Notice should be made to all parties referenced in the “Notices” section of the Agreement.

3. Data Encryption

3.1 The Contractor shall encrypt all non-public County data in transit regardless of the transit mechanism.

3.2 The Contractor shall encrypt all non-public County data at rest.

3.3 Encryption algorithms shall be AES-128 or better.

4. Cybersecurity Awareness and Training

The County maintains a robust Cybersecurity Awareness and Training program intended to assist employees and contractors with maintaining current knowledge of changing cybersecurity threats and countermeasures. Any contractor that is assigned a County network account will be assigned User Awareness training and must complete it within the time period it is assigned. Training completion progress is monitored by sponsor departments and non-compliant users may have their account suspended or restricted.

The County conducts email Phish testing on a regular basis to expose account holders to the types of potential threats.

Contractor will maintain a Cybersecurity Awareness and Training program for training staff at a minimum of once a year. Contractor will maintain records of the program for review by the County when requested.

SUMMARY OF CONTRACT

Victor Community Services, Inc.

Description of Services: Provision of services related to a Rapid Response Team (RRT) and the Family Urgent Response System (FURS) Programs for the County of Nevada.

SUMMARY OF MATERIAL TERMS

Max Annual Price: \$810,000

Contract Start Date: 7/1/2024

Contract End Date: 6/30/2025

Liquidated Damages: N/A

INSURANCE POLICIES

Commercial General Liability	(\$2,000,000)	Worker's Compensation	(Statutory Limits)
Sexual Abuse or Molestation Liability	(\$1,000,000)	Professional Errors and Omissions	(\$1,000,000)
Automobile Liability	(\$1,000,000)	Cyber Liability	(\$5,000,000)

FUNDING

1589-40140-491-1000/521520

LICENSES AND PREVAILING WAGES

Designate all required licenses: N/A

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:				CONTRACTOR:			
Nevada County, Social Services Department of Health and Human Services				Victor Community Services, Inc.			
Address:	950 Maidu Ave			Address	1360 East Lassen Avenue		
City, St, Zip	Nevada City, CA 95959			City, St, Zip	Chico, CA 95973		
Attn:	Nick Ready			Attn:	Jenna Artaz		
Email:	Nicolas.Ready@co.nevada.ca.us			Email:	Jenna.Artaz@victor.org		
Phone:	(530) 265-1654			Phone:	(530) 847-8572		
Contractor is a: (check all that apply)				EDD Worksheet Required Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Corporation:	<input type="checkbox"/>	Calif. <input checked="" type="checkbox"/>	Other <input type="checkbox"/>	LLC	<input type="checkbox"/>	Additional Terms & Conditions Included	
Non- Profit:	<input checked="" type="checkbox"/>	Corp. <input checked="" type="checkbox"/>				(Grant Specific) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Partnership:	<input type="checkbox"/>	Calif. <input type="checkbox"/>	Other <input type="checkbox"/>	LLP	<input type="checkbox"/>	Limited	<input type="checkbox"/>
Person:	<input type="checkbox"/>	Indiv. <input type="checkbox"/>	DBA <input type="checkbox"/>	Ass'n <input type="checkbox"/>	Other <input type="checkbox"/>	Subrecipient	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

ATTACHMENTS

Exhibit A: Schedule of Services	Exhibit E: Schedule of HIPAA Provisions
Exhibit B: Schedule of Charges and Payments	Exhibit F: Information Technology Security
Exhibit C: Insurance Requirements	

ASSURANCE OF COMPLIANCE WITH
NEVADA COUNTY DEPARTMENT OF SOCIAL SERVICES
NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS

&

DECLARATION OF ELIGIBILITY FOR PROSPECTIVE CONTRACTORS

NAME OF VENDOR/RECIPIENT: Victor Community Support Services, Inc.

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940(c), (h), (l), (i), and (4); California Government Code Section 4450; Title 22, California Code of Regulations Section 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of race, color, national origin, ethnic group identification, ancestry, political affiliation, religion, religious creed, marital status, sex, sexual orientation, age, medical condition, or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

Contractor agrees that he/she will provide a report to Nevada County Department of Social Services within 60 days of contract initiation as to how and when the aforementioned laws, rules and regulations were communicated to all persons performing services under Contractor's Agreement with the County of Nevada.

THIS ASSURANCE is binding on the agency directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

Furthermore, Contractor declares that he/she or the entity you are representing is not an "Ineligible Person" as defined herein: "An Ineligible Person" is any individual or entity who: (a) is currently excluded, suspended, debarred, or otherwise ineligible to participate in Federal health care programs or in Federal procurement or non-procurement programs; or (b) has been convicted of a criminal offense related to the provision of health care items or services, but has not yet been debarred, or otherwise declared ineligible. If, while engaged as a Contractor for the County, I (or the entity I represent) become an Ineligible Person, I will notify the Social Services Director immediately.

Date: 07/01/2024

Director's Signature: Edward Hackett
Vendor/recipient

1360 E Lassen Ave, Chico, CA 95973

Address of vendor/ recipient