



RESOLUTION No. 20-222

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF A RENEWAL CONTRACT WITH CONNECTING POINT (IN-HOME SUPPORTIVE SERVICES) RELATED TO IN-HOME SUPPORTIVE SERVICES PROVIDER ENROLLMENT AND TIMESHEET PROCESSING IN THE MAXIMUM AMOUNT OF \$170,764 FOR THE TERM OF JULY 1, 2020 THROUGH JUNE 30, 2021

WHEREAS, the Contractor provides In-Home Supportive Services provider enrollment and timesheet processing; and

WHEREAS, the In-Home Supportive Services Program enables qualified aged, blind and disabled individuals in California to remain in their own homes and avoid institutionalization, and the parties desire to renew the contract for the continuation of services for Fiscal Year 2020/21; and

WHEREAS, due to Fair Labor Standards (FLSA) requirements Contractor provides services pertaining to the Final Rule on FLSA in Domestic Services and ensures recipients continue to receive needed in-home care without disruption as these significant program changes require outreach and education to ensure understanding and compliance with the Final Rule.

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 Connecting Point pertaining to the provision of services related to In-Home Supportive Services provider enrollment and timesheet processing for the contract term of July 1, 2020 through June 30, 2021, in the maximum amount of \$170,764 be and is hereby approved in substantially the form attached hereto, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Contract on behalf of the County of Nevada.

Funds to be disbursed from account: 1589-50103-494-1101/521520.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a special meeting of said Board, held on the 16th day of June, 2020, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.

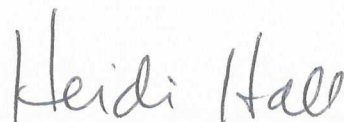
Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Heidi Hall, Chair

6/16/2020 cc: DSS*
AC* (Hold)

7/7/2020 cc: DSS*
AC* (Release)

Administering Agency: Nevada County Department of Social Services

Contract No. 20-222

Contract Description: In-Home Supportive Services Provider Enrollment and Timesheet Services.

**PROFESSIONAL SERVICES AGREEMENT
FOR HEALTH AND HUMAN SERVICES**

THIS AGREEMENT is made at Nevada City, California, as of June 16, 2020 by and between the County of Nevada, ("County"), and **NEVADA-SIERRA CONNECTING POINT PUBLIC AUTHORITY** ("Contractor"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Agreement, 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 Agreement at the time and in the amount set forth in Exhibit B. The payment specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Agreement. 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** One hundred seventy thousand seven hundred sixty-four Dollars (\$170,764).
3. **Term** This Agreement shall commence on July 1, 2020. All services required to be provided by this Agreement shall be completed and ready for acceptance no later than the **Agreement Termination Date** of: June 30, 2021.
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 Agreement.
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 Agreement 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 Agreement shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement 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 F, 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 the 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 Agreement. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of the County.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Agreement or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the 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 Agreement are personal to the 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 set forth herein, to the extent such insurance provisions are required of Contractor under this Agreement. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee 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 Agreement, 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 Agreement, 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 Agreement** 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 Agreement. 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 Agreement. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this agreement.
13. **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.
14. **Standard of Performance** Contractor shall perform all services required pursuant to this Agreement 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 Agreement 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.

Contractor without additional compensation. Contractor's personnel, when on the County's premises and when accessing the County network remotely, shall comply with the 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 the County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by the County's Chief Information Officer or his/her designee.

15. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Agreement 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 Agreement.
 - Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and 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.
16. **Accessibility** 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 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.
17. **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 in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
18. **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.
19. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
20. **Financial, Statistical and Contract-Related Records:**
- 20.1. **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.

- 20.2. **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 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.
- 20.3. **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 Maximum Contract Price.
21. **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.
22. **Termination.**
- A. A Material Breach, as defined pursuant to the terms of this Agreement 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 agreement, or both, without notice.
 - B. If Contractor fails to timely provide in any manner the services materials and products required under this Agreement, or otherwise fails to promptly comply with the terms of this Agreement, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Agreement 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 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.
 - D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Agreement at the end of any fiscal year if the 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 Agreement is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, 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 Agreement.
 - 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Agreement 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 agreement 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 Agreement. In this regard, Contractor shall furnish to County such financial information as in the judgment of the 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.
23. **Intellectual Property** 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, not the property of Contractor (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor by County, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
24. **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 Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
25. **Conflict of Interest** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Contractor agrees that no such person will be employed in the performance of this agreement unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code
26. **Entirety of Agreement** This Agreement contains the entire agreement of County and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
27. **Alteration** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.

28. **Governing Law and Venue** This Agreement 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 Agreement shall be the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
29. **Compliance with Applicable Laws** Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern of affect the Services to be provided by this Contract.
30. **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.

31. **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 Agreement.
 - 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 Agreement 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 Agreement, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

32. **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:
950 Maidu Avenue
Nevada City, California 95959

CONTRACTOR:
Nevada-Sierra Connecting Point
Public Authority
208 Sutton Way
Grass Valley, CA 95945

Nevada County
Department of Social Services
Attn: Kelly Carpenter

Attn: Ann Guerra

Phone: (530)265-1667

Phone: (530) 274-5601

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.

Executed as of the day first above stated:

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.

COUNTY OF NEVADA:

By: *Heidi Hall*
Heidi Hall (Jun 19, 2020 08:48 PDT)

Date: Jun 19, 2020

Printed Name/Title: Honorable Heidi Hall, Chair, of the Board of Supervisors

By: *Julie Patterson Hunter*

Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

CONTRACTOR: Nevada-Sierra Connecting Point Public Authority

By: *Susan Healy-Harman*
Susan Healy-Harman (Jun 16, 2020 12:58 PDT)

Date: Jun 16, 2020

Name: Susan Healy-Harman

* Title: Chair, Governing Board

By: *Steve Sober*
Steve Sober (Jun 16, 2020 13:58 PDT)

Date: Jun 16, 2020

Name: Steve Sober

* Title: Secretary

****If Contractor is a corporation, this agreement 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 "A"
SCHEDULE OF SERVICES
NEVADA- SIERRA REGIONAL
IN-HOME SUPPORTIVE SERVICES (IHSS)
PUBLIC AUTHORITY

Nevada County, Department of Social Services, hereinafter referred to as "County" and Nevada-Sierra Regional In-Home Supportive Services (IHSS) Public Authority (PA), hereinafter referred to as "Contractor" agree to enter into a specific contract for the provision of services related to Provider Enrollment and Provider Timesheet Tasks.

Contractor shall provide sufficient staff needed for provider enrollment and CMIPS entry activities:

- Receive initial provider contact and schedule orientations as needed
- Conduct Live Scan fingerprinting, show orientation video and provide a training process
- Receive and store Live Scan results
- Serve as Custodian of Records for Nevada County IHSS DOJ records
- Comply with DOJ Custodian of Record and fingerprinting processes
- Assemble enrollment packets
- Copy and store ID and Social Security cards of all providers
- Administer and store all provider enrollment forms
- Create and maintain provider files
- Enter enrollment data into CMIPSII for new and existing provider enrollment
- Check, log and mail all provider W-4 forms, return incomplete forms to providers
- Process IHSS Provider Change of Address and/or Telephone form, SOC 840, SOC 846, SOC 426 and 426a.
- Complete and assist with Workman's Compensation claims
- Process general exception waivers
- Generate and send initial and replacement timesheets
- Generate and send state-mandated enrollment letters and NOA lite
- Forward Recipient address changes to Department of Social Services, Adult Services Program
- Complete Employee Verification Requests
- Assist with questions about W2s, order duplicates and assist with undeliverable W2s from the State as needed
- Document in CMIPS Recipient Case Notes when there is a provider change or other provider activity that affects the recipient's care.

The PA agrees to follow the Welfare and Institution Code Sec. 23, Section 12305.86 and Sec. 24, Section 12305.87 in regards to the fingerprinting process applicable to IHSS providers: (d) (1) Notwithstanding subdivision (b), a recipient of services under this article who wishes to employ a provider applicant who has been convicted of an offense specified in subdivision (b) may submit to the county an individual waiver of the exclusion

provided for in this section. This paragraph shall not be construed to allow a recipient to submit an individual waiver with respect to a conviction or convictions for offenses specified in Section 12305.81.

The code states that: the state and a county shall be immune from any liability resulting from granting an individual waiver under this subdivision. The county extends this immunity of liability also to the Public Authority.

Contractor's responsibilities related to implementation of the Final Rule on the application of Fair Labor Standards (FLSA) to Domestic Services:

1. Educate providers serving more than one recipient regarding their obligation to complete the 2255, receive the SOC 2255, enter travel time in CMIPS, keep a copy in the provider file and provide a copy to each provider.
2. Generate the SOC 2256 for recipients with more than one provider, provide a copy to the recipient and forward to the Social Worker for the recipient file.
3. Provide and staff a helpline for recipients to request overtime and to answer overtime-related questions. Relay overtime requests to social workers; communicate response in a timely manner to consumers along with a letter confirming approval or denial of overtime.
4. Document in CMIPS Recipient Case Notes the overtime exception request, circumstances requiring overtime and decision.
5. Manage CMIPS queue for Overtime Violations.
6. Provide referrals and, when requested, hiring support, to recipients seeking to hire back-up providers.
7. Complete all CMIPS entry related to overtime regulations.
8. Manage provider violations. Send all related notices; send CDSS-developed training as required at second violation. Process all grievances and request for appeals per State direction.

The proposed salary and benefits provide for the following full and part-time positions:

- **Employment Specialist:** This position responds to telephone and walk-in inquiries, schedules video viewing and Live Scans, conducts Live Scans, copies ID's, prepares enrollment documents and completes CMIPS enrollment entry.
- **Registry Manager:** This position supervises enrollment activities, approves payment corrections and serves as the Custodian of the Records for Live Scan

results. This position is the contact person for the Department of Justice (DOJ) and the peer provider (who transmits live scans to DOJ).

- **Receptionist:** This position receives and routes calls and providers attending orientation.
- **Office Manager:** This position manages all human resource functions for program staff.
- **Bookkeeper:** This position creates invoices and financial reports in support of the program.

The following are the proposed operating and administrative costs associated with the program:

The **direct operating costs** during this contract period include:

- **Office supplies** include paper, files folders, staples, pens, labels, rubber stamps and envelopes.
- **Copy machine costs** include the costs of copying enrollment forms, provider ID, mailings to providers related to the enrollment process, timesheets and copier maintenance costs.
- **Rent** based on square footage devoted to program
- **Postage** is for mailing enrollment completion letters, as mandated, to consumers and providers; and the occasional mailing of enrollment of packets.
- **Communication** costs are for telephone, internet and website maintenance.
- **Travel** costs are for trips to Truckee or other outlying areas of the county needed to accomplish provider enrollment.
- **Administrative Costs** to cover indirect office related expenses, i.e., utilities, administrative overhead that have not been claimed as a direct expense.

Additionally:

The Contractor's duties related to IHSS provider payroll shall include but are not necessarily limited to:

- Administer tasks related to the Timesheet Queues: These Queues include Timesheet Errors, Timesheet Eligibility Errors, and Timesheets on Hold (70%) and PA.
- Generate, print and mail replacement and supplemental timesheets for providers as needed.
- Provide a "help line" telephone number providers and/or recipients can access to determine check status, order replacement time sheets, request W-2 forms, report incorrect check amount, confirm authorized hours, and receive assistance completing the timesheet. All calls shall be addressed in a timely manner but not to exceed 24 hours (excluding weekends and holidays).
- Provide timesheet completion training and assistance to providers.

- Void, reissue and stop payments in accordance with the procedure detailed by Nevada County
- Assist providers with Direct Deposit
- Assist providers with Electronic Timesheets
- Provide information about sick leave rules

Contractor will be provided access to the CMIPS system to complete timesheet tasks and maintain provider/recipient information as needed.

County shall provide a printer to the PA for CMIPS activities. The printer shall remain the property of the County.

The proposed **salary and benefits** provide for the following part-time position to carry out IHSS payroll functions:

- **Employment Specialist or other designated PA staff:** This position staffs the Timesheet Helpline, assists walk-in providers with various timesheet related tasks, processes payroll queues in CMIPS and carries out other payroll related tasks.
- **Receptionist:** This position receives and routes calls and providers picking up timesheets.
- **Office Manager:** This position manages all human resource functions for program staff.
- **Bookkeeper:** This position creates invoices and financial reports in support of the program.
- **Executive Director:** Oversees staff and budget activities

The **direct operating costs** during this contract period include:

- **Office Supplies** for general paper, envelopes, etc.
- **Postage** for mailing letters, timesheets and envelopes
- **Rent** based on FTE share
- **Copy machine costs** for printing letters
- **Communication** for the Timesheet Helpline and Internet costs

Parties to this Contract agree to meet after the second quarter, to review the contracted services and to negotiate as mutually agreed upon for any needed revisions to scope and/or and contract maximum.

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
NEVADA- SIERRA REGIONAL
IN-HOME SUPPORTIVE SERVICES (IHSS)
PUBLIC AUTHORITY

The maximum obligation of this contract for satisfactory performance of services as outlined in Exhibit "A" shall not exceed \$170,764 for the entire contract term, and shall be based on the following project budget:

OPERATING BUDGET
July 1, 2020 through June 30, 2021
Enrollment/FLSA

Staffing Cost	\$82,597
Personnel Salaries	62,103
Benefits	20,494
Direct/Indirect Operating Costs	16,350
Insurance	2,250
Office Supplies	2,000
Copier Costs	200
Rent/Utilities	9,400
Postage	1,500
Communications	750
Travel	250
Administrative Costs (3 %)	2,968
TOTAL ENROLLMENT OPERATING BUDGET	<u>\$ 101,915</u>

Payroll-Related Services

Staffing Costs	\$55,064
Personnel Salaries	41,402
Benefits	13,662
Direct/Indirect Operating Costs	11,780
Insurance	1,580
Office Supplies	900
Copier Costs	100
Rent/Utilities	6,900
Postage	1,500
Communications	800
Administrative Costs (3%)	2,005
TOTAL PAYROLL SERVICES OPERATING BUDGET	<u>\$ 68,849</u>
Total Contract	<u>\$ 170,764</u>

Contract Maximum is based on reimbursement for actual costs to Contractor for services. As compensation for services rendered to County, Contractor shall be reimbursed for actual expenses incurred in carrying out the terms of the contract. Contractor shall bill County each month, including an itemized and separate accounting for costs incurred for provider time sheet activities and those activities relating to provider enrollment. Contractor agrees to be responsible for the validity of all invoices

BILLING AND PAYMENT

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

- Dates/Month services were rendered
- Billing period covered
- Contract Number assigned to the approved contract
- Cost of services rendered under the components of the contract
- Supporting documentation for staff salary and benefit costs detailed by the individual components of the contract
- Supporting documentation under the components of the contract
- Methodology for sharing total expenses/costs of the PA being billed under this contract

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.

Budget line items within the budget may be increased or decreased by using funds from other line items by no more than twenty percent (20%) of their original amounts. Should the categories budgeted above change by more than twenty percent (20%); 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.

Contractor shall submit monthly invoices for services to:

Department of Social Services
Attn: Fiscal Staff
PO Box 1210
Nevada City, California 95959-1210

BILLING AND PAYMENT EXCEPTION

By the tenth 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 tenth of July.

EXHIBIT C

INSURANCE REQUIREMENTS

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 the Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

- (i) **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.
- (ii) **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.
- (iii) **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. **(Not required if contractor provides written verification it has no employees).**
- (iv) **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
 - a. **Cyber Liability** Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement 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 no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
- (v) If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Other Insurance Provisions:

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

- (i) **Additional Insured Status: The 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 the 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 the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
- (ii) **Primary Coverage** For any claims related to this contract, the **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13

as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

- (iii) **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 the County of Nevada.
- (iv) **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against the 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 the County has received a waiver of subrogation endorsement from the insurer.
- (v) **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.
- (vi) **Deductible and Self-Insured Retentions** Deductible and 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. **(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)**
- (vii) **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 the County.
- (viii) **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: **(note – should be applicable only to professional liability)**
 - 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, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.
- (ix) **Verification of Coverage** Contractor shall furnish the 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 the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- (x) **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.

- (xi) **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.
- (xii) **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.
- (xiii) **Premium Payments** The insurance companies shall have no recourse against the 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.
- (xiv) **Material Breach** Failure of the Contractor to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.
- (xv) **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 Administration

SUMMARY OF CONTRACT

NEVADA-SIERRA CONNECTING POINT PUBLIC AUTHORITY

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

In-Home Supportive Services Provider Enrollment and Timesheet Services.

SUMMARY OF MATERIAL TERMS

Maximum Annual Contract Price: \$170,764
Contract Beginning Date: 07/01/2020 **Contract Termination Date:** 06/30/2021
Liquidated Damages: N/A

INSURANCE POLICIES

Designate all required policies: Req'd

Commercial General Liability	(\$2,000,000)	<u>X</u>
Automobile Liability	(\$1,000,000)	<u>X</u>
Worker's Compensation	(Statutory Limits)	<u>X</u>
Professional Errors and Omissions	(\$2,000,000)	<u>X</u>
Cyber Liability	(\$2,000,000)	<u>X</u>

LICENSES AND PREVAILING WAGES

Designate all required licenses:
N/A

NOTICE & IDENTIFICATION

Contractor: Nevada-Sierra Connecting Point Public Authority 208 Sutton Way Grass Valley, CA 95945 Contact Person: Ann Guerra Phone: (530) 274-5601 E-mail: anng@ns-pa.org	County of Nevada: 950 Maidu Avenue Nevada City, California 95959 Contact Person: Kelly Carpenter Phone: (530) 265-1667 E-mail: Kelly.Carpenter@co.nevada.ca.us
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Contractor is a: (check all that apply)

Corporation:	<u> </u> Calif.,	<u> X </u> Other,	<u> </u> LLC,	<u> </u> Non-profit
Partnership:	<u> </u> Calif.,	<u> </u> Other,	<u> </u> LLP,	<u> </u> Limited
Person:	<u> </u> Indiv.,	<u> </u> Db,	<u> </u> Ass'n	<u> </u> Other

EDD: Independent Contractor Worksheet Required: Yes X No

ATTACHMENTS

Designate all required attachments: Req'd

Exhibit A: Schedule of Services (Provided by Contractor)	<u>X</u>
Exhibit B: Schedule of Charges and Payments (Paid by County)	<u>X</u>
Exhibit C: Insurance Requirements (Required by Contractor)	<u>X</u>