



# RESOLUTION No. 22-570

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

**RESOLUTION APPROVING EXECUTION OF AN AMENDMENT TO THE CONTRACT WITH NEVADA SIERRA CONNECTING POINT PUBLIC AUTHORITY FOR THE PROVISION OF CALWORKS HOUSING AND SUPPORT PROGRAM TO INCREASE THE CONTRACT PRICE FROM \$49,830 TO \$119,590 (AN INCREASE OF \$69,760) AND AMEND EXHIBIT "B" SCHEDULE OF CHARGES AND PAYMENTS FOR THE TERM OF OCTOBER 1, 2022, THROUGH JUNE 30, 2023 (PESQ4607)**

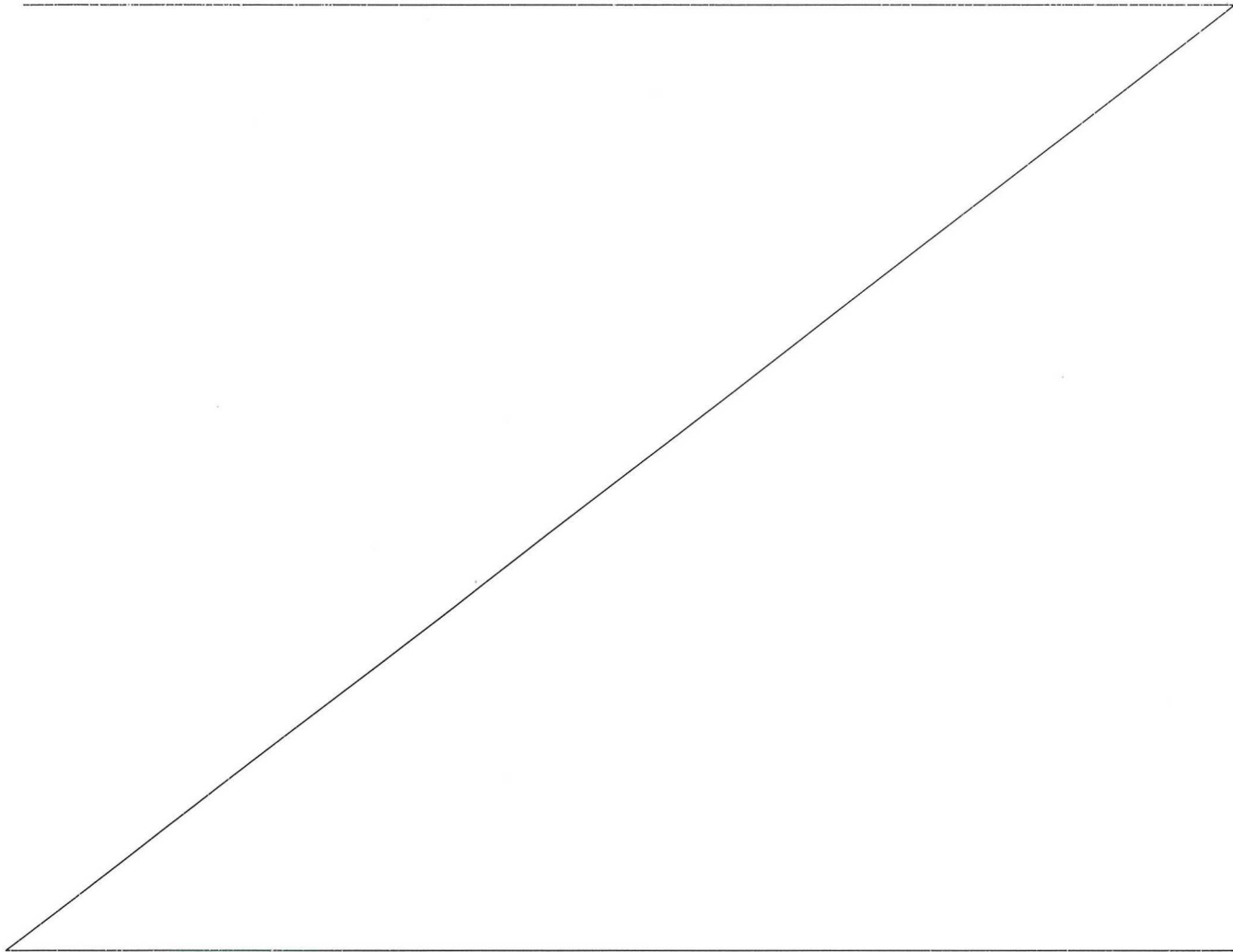
WHEREAS, on October 19, 2022, per Purchasing Order PESQ4607, the Nevada County Purchasing Agent approved execution of the Professional Services Contract with Nevada Sierra Connecting Point Public Authority for the provision of CalWORKS Housing and Support program; and

WHEREAS, the parties desire to amend their Agreement to increase the contract price from \$49,830 to \$119,590 (an increase of \$69,760) and amend Exhibit "B" Schedule of Charges and Payments to reflect the increase in the maximum contract amount; and

WHEREAS, the overall objective of the contract is to address families who are experiencing homelessness by providing case management, linkage to supportive services and hands on support with the maintenance of long term, safe and stable housing.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Amendment No. 1 to that contract by and between the County and Nevada Sierra Connecting Point Public Authority for the provision of CalWORKS Housing and Support program, with a contract term of October 1, 2022 through June 30, 2023 in the maximum amount of \$119,590, be and hereby is approved, and that the Chair of the Board of Supervisors is hereby authorized to execute the amendment on behalf of the County of Nevada.

Funds to be disbursed from account: 1589-50105-494-5001/521520



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 6th day of December, 2022, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.  
Noes: None.  
Absent: None.  
Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Susan K. Hoek, Chair

12/6/2022 cc: DSS\*  
AC\*  
NSCPPA\*

**AMENDMENT #1 TO THE CONTRACT WITH  
NEVADA SIERRA CONNECTING POINT PUBLIC AUTHORITY (PESQ4607)**

**THIS AMENDMENT** is executed this December 6, 2022 by and between NEVADA SIERRA CONNECTING POINT PUBLIC AUTHORITY, hereinafter referred to as “Contractor” and COUNTY OF NEVADA, hereinafter referred to as “County”. Said Amendment will amend the prior Agreement between the parties entitled Professional Services Contract, executed on October 19, 2022 per Purchase Order No. PESQ4607; and

**WHEREAS**, the Contractor operates the CalWORKS Housing and Support program ; and

**WHEREAS**, the parties desire to amend their Agreement to increase the contract price from \$49,830 to \$119,590 (an increase of \$69,760) and amend Exhibit “B” Schedule of Charges and Payments to reflect the increase in the maximum contract amount.


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

1. That Amendment #1 shall be effective as of October 1, 2022.
2. That Maximum Contract Price, shall be amended to the following:  
\$119,590
3. That the Schedule of Charges and Payments, Exhibit “B” is amended to the revised Exhibit “B” attached hereto and incorporated herein.
4. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

COUNTY OF NEVADA:

By:   
Susan Hoek  
Chair of the Board of Supervisors

CONTRACTOR:

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

ATTEST:

By:   
Julie Patterson-Hunter  
Clerk of the Board

**EXHIBIT B**  
**SCHEDULE OF CHARGES AND PAYMENTS**  
**NEVADA-SIERRA CONNECTING POINT PUBLIC AUTHORITY**

County agrees to reimburse Contractor for satisfactory delivery of services pursuant to this Contract and as described in Exhibit A, a maximum amount not to exceed \$119,590 for the contract term of October 1, 2022, through June 30, 2023.

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

CONTRACT EXPENDITURE BREAKDOWN

Navigator 2.0 FTE	74,502
Accountant	2,425
<b>Total Salaries:</b>	<b>76,927</b>
<b>BENEFITS &amp; TAXES</b>	
Employee Benefits	32,036
Employee Taxes	6,154
<b>Total Benefits &amp; Taxes:</b>	<b>38,190</b>
<b>AUTO LIABILITY &amp; WORKERS COMP INS</b>	<b>976</b>
<b>OFFICE EXPENSES</b>	
Occupancy	315
Utilities and Maintenance	182
Security System	
<b>Total Office Expenses</b>	<b>497</b>
<b>Subtotal</b>	<b>116,590</b>
Indirect Overhead Expense	3,000
<b>Total Projected Expenses:</b>	<b>119,590</b>

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

**BILLING AND PAYMENT** Contractor shall submit to County by the 20<sup>th</sup> of each month following the month services were rendered.

Each invoice shall include:

- Contract Number assigned to the approved contract
- Dates/Month services were rendered and/or billing period covered
- Actual cost of services rendered, per the budgeted line items above
- Supporting documentation and/or reports as required and specified in Exhibit A

**SUBMIT INVOICES TO:**

HHSA  
Attn: DSS Fiscal  
950 Maidu Avenue  
Nevada City, California 95959

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

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

**BILLING PROCESS 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 twentieth of July.

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

**Contract No.** PESQ4607

**Contract Description:** **CalWORKs Housing and Support Program**

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

**THIS PROFESSIONAL SERVICES CONTRACT** ("Contract") is made at Nevada City, California, as of 10/19/2022 by and between the County of Nevada, ("County"), and Nevada-Sierra Connecting Point Public Authority ("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 Forty Nine Thousand Eight Hundred Thirty Dollars (\$49,830).**
3. **Term** This Contract shall commence on October 1, 2022. 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, 2023.
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 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 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 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. **Financial, Statistical and Contract-Related Records:**
- 21.1. **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.

- 21.2. **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.
- 21.3. **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.
22. **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.
23. **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, 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 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.

24. **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.
25. **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.
26. **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
27. **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.

28. **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 22, Termination.
29. **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.
30. **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 of affect the services or type of services to be provided by this Contract.
31. **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.

32. **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.

33. **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:

<b>COUNTY OF NEVADA:</b>		<b>CONTRACTOR:</b>	
Nevada County Health and Human Services Agency, Social Services Department		Nevada-Sierra Connecting Point Public Authority	
Address:	950 Maidu Avenue	Address	208 Sutton Way
City, St, Zip	Nevada City, California 95959	City, St, Zip	Grass Valley, California 95945
Attn:	Tamaran Cook	Attn:	Tim Giuliani
Email:	Tamaran.Cook@co.nevada.ca.us	Email:	timg@ns-pa.org
Phone:	(530) 265-7160	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.

**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: Desiree Bolding, CPPG, CPPB on behalf of  
Desiree Bolding, CPPG, CPPB on behalf of (Oct 19, 2022 15:58 PDT)

Date: 10/19/2022

Printed Name/Title: Steve Monaghan, Purchasing Agent

**CONTRACTOR:** Nevada-Sierra Connecting Point Public Authority

By:   
Timothy Giuliani (Oct 13, 2022 14:59 MDT)

Date: 10/13/2022

Name: Timothy Giuliani

\* Title: Executive Director

***\*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**

**Summary Page**

**EXHIBIT A**  
**SCHEDULE OF SERVICES**  
**NEVADA-SIERRA CONNECTING POINT PUBLIC AUTHORITY**

This Contract is entered into by and between the Nevada County Department of Social Services CalWORKs Program and the Nevada Sierra Connecting Point, hereinafter referred to as “Contractor”, for the purpose of providing family support and self-sufficiency services in Western and Eastern Nevada County.

**PROGRAM OVERVIEW**

CalWORKs services are funded by a State Single Allocation. The intent of the funds is to provide assistance to needy families so children can be cared for in their own homes; to reduce dependency by promoting job preparation, work, and positive interpersonal relationships; and to encourage the formation and maintenance of stable parental caretakers.

Established by SB 855, the CalWORKs Housing Support Program (HSP) is intended to provide housing and stability to families working towards achieving self-sufficiency. Homelessness and housing instability in the CalWORKs program is a challenging issue that impacts children’s well-being and parent’s ability to engage in employment.

The CalWORKs Housing Support Program (HSP) is a funding source designed to provide housing and rental assistance, supportive services and case management for CalWORKs families who are experiencing homelessness or housing insecurity. This contract with Connecting Point supports up to fifty (50) HSP families at any given time. Not all families served need the same level of support and service to reach self-sufficiency and therefore HSP Plans will be individualized.

Connecting Point will assist the CalWORKs HSP customers to secure safe and appropriate housing based on location, family size, safety and other relevant need factors setting realistic goals to help them remove barriers (e.g., move-in costs, legal, debt, criminal record issues, etc.) to employment and housing. Connecting Point in collaboration with Advocates for Mentally Ill Housing, Inc (AMIH) will also assist customers in communicating with potential landlords and completing rental applications and schedule housing inspections. The CalWORKs Social Worker, AMIH, Connecting Point, and other CalWORKS partners assigned to each client will work together to ensure the best possible outcome for each family.

Connecting Point will provide intensive case management that encompasses the whole family unit and coordinate with the County Social Worker so that intensive and specialized services will be well coordinated to improve parents’ ability to move into the workforce and secure housing. CalWORKs Welfare to Work (WTW) provides an array of supportive services in addition to Family Stabilization (FS) and HSP services that assist the removal of barriers that may impede participants successful participation in WTW activities including childcare, transportation, food, homeless/shelter assistance, and domestic abuse, mental health, and substance abuse services.

For each CalWORKS’ referred HSP customer, Connecting Point will develop a realistic budget and plan for HSP assistance and a plan for transitioning off HSP assistance within an estimated, but specific timeframe that is approved by the County Social Worker. This plan will incorporate the customer’s goals as well as CalWORKS WTW, FS, and HSP requirements. The specified time frame and funded amounts will be reviewed and evaluated each month and will be extended with the approval of the County Social Worker. Monthly review of the budget and plan by the County Social Worker and Connecting Point will allow for coordinated planning and budgeting while offering flexible case-by-case review to meet the specific needs of customers. The duration of each service will be determined by a holistic approach, including but not limited to, the parents’ employability, substance abuse or domestic violence issues in

the household, and potential health and disability issues. Monthly review of an extended projected funding plan along with the client goals and budget will assist both the client and the program to create informed, realistic, and shared expectations.

AMIH will issue payments for HSP funding requests on behalf of the approved recipients directly to various vendors and the landlords of the rented units for the duration of the agreement.

After the housing support ends, the family may continue to be eligible for Family Stabilization (FS) services if needed and will be referred to the FS service provider, if not already enrolled.

**Contractor agrees to provide the following HSP services:**

- Ensure that Connecting Point staff have training, skills, and experience in providing case management to families and individuals in crisis including Motivational Interviewing and trauma informed care.
- Connecting Point Supervisor shall:
  - conduct performance evaluation of the Case Managers/ Housing Navigators
  - attend all mandatory meetings and trainings
  - be immediately available to staff for crisis interventions and emergencies
- Case manages up to 50 families at a time.
- Attempt to contact each referred customer within 1 working day of referral. Make 3-5 contact attempts in the first 10 working days, if no contact is successfully made after 3 weeks, including at least one attempted home visit if the client has a known address, Connecting Point will refer client back to County Social Worker. It is expected that client's schedule will be considered when attempting to reach customer.
- Schedule a face-to-face intake appointment with each referred customer as soon as possible to assess the stability of the family's living situation, physical and emotional health, and safety.
- Work with the customer to develop a customized Housing Support Plan that identifies and plans to resolve the family's immediate need/crisis as well as identifies longer term goals. Developing the plan may also include direct communication and/or coordination with other case managers or service providers involved in the customer's life to ensure consistency and cohesion in the family's goals and activities to reach those goals.
- Work closely with County Social Worker to review any existing WTW plan to determine whether the WTW plan should continue or if it requires modification based on the client's HSP assessment.
- Submit the HSP Plan to the County Social Worker and CalWORKS Designee for approval prior to taking action on the plan.
- Once the HSP Plan is approved, the Connecting Point will:
  - Communicate approved plan and budget to AMIH so appropriate payment can be made.
  - Provide intensive case management and prompt referrals to appropriate services.
  - Assist customers with the completion of forms, collection documents and other paperwork as needed.
  - Arrange supportive services (warm hand off) on behalf of the customer as needed.
  - Ensure that customers and their families are aware of, have access to, and have the tools to access service providers in the community.
  - Provide reflective listening support and motivational interviewing to help reduce the change of reoccurring crises and enhance the family's ability to resolve issues and increase self-sufficiency.
  - Provide support as needed, in-home or at another location as appropriate.
- Develop a household budget with each HSP customer who requests Family Stabilization or Housing Support funds to ensure fund requests are reasonable and address the family's most critical needs.



- Submit Funding Requests to AMIH on behalf of clients to address each family's immediate needs identified in the Housing Support Plan.
- Maintain frequent and supportive contact with each family monthly. Contact will be completed via phone, office visit, and home/site visit as appropriate and as planned until the housing is secured and resolved and/or the case is referred back to the County Social Worker or FS Provider. It is expected that Connecting Point will respond to HSP customer calls and requests within 24 to 48 hours.
- Act as an advocate or liaison between the customer and housing resources including property managers, landlords, etc. to assist families to identify and secure appropriate permanent housing.
- Ensure housing is safe and habitable prior customer move in date.
- Connecting Point Shall assist the landlord and tenant with minor disputes or may make a referral to mediation services.
- Assist customers to complete applications and gather/submit supporting documentation for FS, HSP and Tenant Based Rental Assistance funding requests as needed.
- Participate in the Nevada County Multi-Disciplinary Housing Case Management Meetings Housing Resource Team (HRT) for case management and coordination per HMIS guidelines.
- Participate in the Nevada County Continuum of Care Meetings.
- Check in monthly with families, during the final 3 months of services as outlined in their HSP plan until the HSP file is closed or returned to County Social Worker.
- Document all contacts with customers, all referrals and direct contacts with service providers in the customer's case file.
- Utilize the County designated case management system to enter customer plans, budgets, and updates in to.
- Monitor the family's HSP Plan to evaluate whether the crisis or situation continues to impair the client's ability to participate in WTW activities, or if the family's situation is stable enough to allow engagement in concurrent or full WTW activities and make appropriate recommendation to County Social Worker.
- Make every effort to engage families who have missed one month of appointments or unreturned calls. One attempted home visit if location is known should be made. Communicate to WTW Worker necessary changes to the HSP Plan to improve the family's success in meeting their goals.
- If a customer is not complying with their HSP plan or making progress towards HSP plan goals, make a minimum of three attempts to resolve participation issues. After exhausting attempts to assist non-complying customers, including at least one home visit, inform CalWORKs County Social Worker of customer's non-compliance.
- Notify WTW Worker when the family's situation is stable enough to allow engagement in concurrent or full WTW activities.
- Meet with CalWORKs Social Work staff at least monthly to review attendance records and progress reports for each HSP family.
- Submit monthly reports to County Social Workers for each HSP family.
- Allow access to all customer case files for case reviews and quality assurance.

HSP funding requests may be made on behalf of CalWORKs families that meet the Housing Support Program criteria. The duration of each rental subsidy will be determined on a case-by-case basis, dependent upon the family's needs and level of barriers. The average duration is anticipated to be 4 to 6 months. The HSP criteria is as follows:

- The family is currently homeless, or who are at risk of homelessness per State statute.
- The rental unit may be legally occupied (no illegal units).
- The rental unit is determined to be safe and appropriate by AMIH.
- It is expected that other sources of funding be leveraged and combined, when possible, for up to a mutually agreed upon time. The goal is to fund for no longer than 7 months. A household budget and

plan must be submitted along with the funding request to show how the family plans to take over rental payments after the approved timeframe ends.

- A request to extend the rental assistance may be submitted if the family's circumstances change and further assistance is determined to be warranted.

Families receiving rental assistance will be strongly encouraged to save a pre-determined amount of money each month as part of their budgeting and planning goals and may be required to contribute a pre-determined amount toward their rental payment, and they may be required to participate in either family stabilization or employment related activities as identified in a Family Stabilization Plan or Welfare to Work Plans agreed upon and signed by the customer. To preserve the reputation of the program and to maintain good will with the landlords, customers who fail to meet requirements will be offered more intensive case management including increased home visits and/or telephone calls; the Housing Support Program will not stop contracted rental payments during the agreed time period.

The following areas are not funded through FS or HSP and should be referred to the client's County Social Worker for assistance:

- Transportation related expenses
- Parenting classes
- Clothing for interviews or work
- Childcare needs
- Vocational Education related expenses
- High School Equivalency/GED testing
- Mental health or Substance abuse treatment for the WTW participant

**Additional Contractor Responsibilities:**

**Reporting Requirements:**

- Assurance of Compliance with Confidentiality - Contractor shall hold CalWORKs related information confidential as directed and applies in State Welfare and Institutions Code Section 10850, California State Department of Social Services, Policies and Procedures Manual, Division 19-000 and Civil Code Section 56.10. Contractor will provide certification that staff received Confidentiality training within 60 days of contract initiation.
- Assurance of Compliance with Non-Discrimination/Civil Rights. Contractor agrees to provide certification to Nevada County Department of Social Services within 60 days of contract initiation as to how and when staff received Civil Rights training.
- Assurance of Compliance with Confidentiality – See Attachment 1

**County's Responsibilities shall include the following:**

- Refer eligible CalWORKs participants to Contractor as appropriate.
- Be available for case consultations to help resolve non-compliance issues.
- Determining the next appropriate step(s) to be taken when a HSP client is non-compliant with the HSP Plan, which could include a program exemption, initiating the WTW non-compliance process, a face to face interview with the client/family, and/or considering whether HSP services remain appropriate for the client or if the client is able to participate in other WTW activities.
- Maintain ongoing communication and coordination with Contractor as needed regarding housing support services, funding and for problem solving.

**EXHIBIT B**  
**SCHEDULE OF CHARGES AND PAYMENTS**  
**NEVADA-SIERRA CONNECTING POINT PUBLIC AUTHORITY**

County agrees to reimburse Contractor for satisfactory delivery of services pursuant to this Contract and as described in Exhibit A, a maximum amount not to exceed \$49,830 for the contract term of October 1, 2022, through June 30, 2023.

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

CONTRACT EXPENDITURE BREAKDOWN

Navigator 2.0 FTE	31,043
Accountant	1,010
<b>Total Salaries:</b>	<b>32,053</b>
<b>BENEFITS &amp; TAXES</b>	
Employee Benefits	13,348
Employee Taxes	2,565
<b>Total Benefits &amp; Taxes:</b>	<b>15,913</b>
<b>AUTO LIABILITY &amp; WORKERS COMP INS</b>	<b>407</b>
<b>OFFICE EXPENSES</b>	
Occupancy	131
Utilities and Maintenance	76
Security System	
<b>Total Office Expenses</b>	<b>207</b>
<b>Subtotal</b>	<b>48,580</b>
Indirect Overhead Expense	1,250
<b>Total Projected Expenses:</b>	<b>49,830</b>

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

**BILLING AND PAYMENT** Contractor shall submit to County by the 20<sup>th</sup> of each month following the month services were rendered.

Each invoice shall include:

- Contract Number assigned to the approved contract
- Dates/Month services were rendered and/or billing period covered
- Actual cost of services rendered, per the budgeted line items above
- Supporting documentation and/or reports as required and specified in Exhibit A

**SUBMIT INVOICES TO:**

HHSA  
Attn: DSS Fiscal  
950 Maidu Avenue  
Nevada City, California 95959

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

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

**BILLING PROCESS 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 twentieth of July.

**ATTACHMENT 1  
CONFIDENTIALITY AGREEMENT**

Contractor shall not duplicate, disseminate or disclose Personally Identifiable Information (PII) except as allowed in this agreement. This agreement applies to any written, oral or electronic PII obtained from, or provided by, the County for the purpose of administering the CalWORKs Welfare to Work program. This information includes all written, oral, visual and printed applicant/recipient records, 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. (See also 22 California Code of Regulations Section 50111 and 51009.)

**Definitions**

For the purposes of this agreement, the following terms mean:

1. **"Assist in the Administration of the Program"** means performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and collecting PII for such purposes; to the extent such activities are authorized by law.
2. **"Breach"** refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to PII, whether electronic, paper, verbal, or recorded.
3. **"County staff"** means those contractor employees, subcontractors, vendors and agents performing any functions for the county that require access to and/or use of PII and that are authorized by the county to access and use PII.
4. **"PII"** is personally identifiable information that is obtained through the MEDS or IEVS on behalf of the programs and can be used alone, or in conjunction with any other reasonably available information, to identify a specific individual. The PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. The PII may be electronic, paper, verbal, or recorded.
5. **"Security Incident"** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PII, or interference with system operations in an information system which processes PII that is under the control of the contractor, county or county's Statewide Automated Welfare System (SAWS) Consortium, or under the control of a contractor, subcontractor or vendor of the county, on behalf of the county.
6. **"Secure Areas"** means any area where:
  - a. Contractor staff assist in the administration of their program;
  - b. Contractor staff use or disclose PII; or
  - c. PII is stored in paper or electronic format.

Contractor agrees to:

1. Use or disclose PII obtained from the County only to perform administrative functions related to administering employment or social services to the County's clients. Access to PII shall be restricted to Contractor staff who need to perform their official duties to assist in the administration of the program.
2. Use or disclose PII as permitted by the CDSS Privacy and Security Agreement and only to assist in the administration of programs in accordance with 45 CFR 205.50 et.seq and Welfare and

Institutions Code section 10850 or as authorized or required by law. Disclosure which are authorized or required by law, such as a court order, or are made with the explicit written authorization of the individual, who is the subject of the PII, are allowable. Any other use or disclosure of PII requires the express approval in writing to County. No Contractor staff shall duplicate, disseminate or disclose PII except as allowed in the Agreement.

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 PII other than as provided for by this agreement and applicable law. Safeguards shall include administrative, physical, and technical safeguards appropriate to the size and complexity of the 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. Ensure regular and sufficient training, including onboard training to all newly hired staff within 30 days, annual refresher training, and utilize reasonable measures to ensure compliance with requirements of this agreement by Contractor's employees or workforce members who use or disclose PII (in any form) to assist in the performance of functions or activities under this contract; and discipline such workforce members and employees who violate any provisions of this agreement, including termination of employment. Workforce member training shall be documented and such documents retained for three years beyond the end of this contract and made available to County for inspection if requested.
5. Ensure that all Contractor staff sign a confidentiality statement. Confidentiality statements shall be signed by Contractor staff prior to accessing PII and annually thereafter. The statements shall include at a minimum:
  - a. General Use;
  - b. Security and Privacy Safeguards;
  - c. Unacceptable Use; and
  - d. Enforcement Policies.

Statements shall be retained for a period of three years beyond the end of this contract and made available to County for inspection if requested.

6. Conduct a background screening of Contractor staff before they may access PII. The background screening should be commensurate with the risk and magnitude of harm Contractor staff could cause. More thorough screening shall be done for those staff who are authorized to bypass significant technical and operational security controls.

Background screening documentation shall be retained for each staff for a period of three (3) years following termination of this Agreement.

7. Secure all areas of facilities where Contractor staff use, disclose or store PII including:
  - a. Ensure procedures and controls are in place to promptly revoke access to the facility from terminated employees.
  - b. Store paper records with PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks or locked offices.
  - c. Using all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of or viewing PII.
  - d. These areas shall be restricted to only allow access to authorized individuals by using one or

more of the following:

- i. Properly coded key cards
- ii. Authorized door keys
- iii. Official Identification

8. Secure all devices which are used to access PII including:
  - a. Encrypted workstations, laptops, mobile devices and removable media using FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption system must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
  - b. Encrypt electronic files containing PII when stored on any mobile device or removable media to same standards as above.
  - c. Install and actively use antivirus software solutions on all workstations, laptops and other systems which process and/or store PII.
  - d. Apply all critical security patches within thirty (30) days of vendor release to all workstations, laptops or other systems which process and/or store PII.
  - e. Implement a policy to ensure the integrity of individual staff's passwords used to access PII.
  - f. Destroy all PII that is no longer needed using a method consistent with NIST SP800-88, Guidelines for Media Sanitation, such that the PII cannot be retrieved.
  - g. Servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.
  - h. Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.
  
9. Contractor may ensure its compliance with the following administrative, technical and physical safeguards through the system that it obtains access to PII, including County's Statewide Automated Welfare System Consortium, C-IV Consortium, with prior verification and approval of County:
  - A. Critical security patch management must be applied on all workstations, laptops and other systems, which process and/or share PII with system reboot if necessary. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations. At maximum, all applicable patches deemed as critical are installed within thirty (30) days of vendor release.
  
  - B. All contract workforce members and employees must be issued a unique user name for accessing PII which are promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty-four (24) hours. The following provision shall apply:
    - a. Passwords are not shared.
    - b. Passwords must be at least eight (8) characters long.
    - c. Passwords must be a non-dictionary word.
    - d. Passwords must be stored in readable format on the computer or server.
    - e. Passwords must be changed every ninety (90) days or less.
    - f. Passwords must be changed if revealed or compromised.
    - g. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
      - i. Upper case letters (A-Z)
      - ii. Lower case letters (a-z)

- iii. Arabic numerals (0-9)
- iv. Special Characters (!, @, #, etc.)

- C. When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.
- D. The systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
- E. The systems providing access to PII must display a warning banner stating , at minimum that data is confidential, systems are logged, system use is for business purposes only for authorized users and users shall log off the system immediately if they do not agree with these statements.
- F. The systems which provide access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII.

The audit trail i) be date and time stamped, ii) log both successful and failed accesses, iii) be read-access only and iv) be restricted to authorized users. Databases that store POII shall have database logging functionality that is enabled and audit trails shall be retained for three years beyond the end of this contract and made available to County for inspection if requested.

- G. The system providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.
- H. All data transmissions of PII outside of a secure internal network must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used. Encryption can be end to end at the network level, or the data files containing PII can be encrypted. This requirement pertains to any type of PII in motion including website access, file transfer and email.
- I. All systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.
- J. Contractor must ensure audit control mechanisms are in place. All systems processing and/or storing PII must have at least an annual system risk assessment/security that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection. Reviews should include vulnerability scanning tools. All systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access. All systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data. When the Contractor, County or DHCS suspects MEDS usage anomalies, the Contractor will work with the County or DHCS to investigate the anomalies and report conclusions of such investigations and remediation to County.
- K. Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency.



Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours. Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression. Contractor shall have established documented procedures to backup PII to maintain retrievable exact copies of PII. The documented backup procedures shall contain a schedule which includes incremental and full backups. The procedures shall include storing backup's offsite. The procedures shall ensure an inventory of backup media. Contractor shall have established documented procedures to recover PII data which shall include an estimated amount of time needed to restore the PII data.

10. The PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information. Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which the contractor staff can remove and/or transport PII from the Contractor's premises for identified routine businesses purposes only, as well as the physical security requirements during transport. This should be included in training due to the nature of the risk.

Visitors to areas where PII is contained shall be escorted, and PII shall be kept out of sight while visitors are in the area. PII must be disposed of through confidential means, such as cross cut shredding or pulverizing. The PII must not be removed from the premises of Contractor, except for identified routine business purposes or with express written permission of County.

All faxes containing PII shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender. Fax numbers shall be verified with the intended recipient before sending the fax.

All mailings containing PII shall be sealed and secured from damages or inappropriate viewing of PII to the best extent possible. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt.

11. Take prompt corrective action in the event of any security incident or any unauthorized use or disclosure of PII to cure any such deficiencies and to take any action required by applicable federal and state laws and regulations.
12. Report to County any security incident or any unauthorized use or disclosure of PII (in any form. Contractor shall make this report immediately upon the 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 the 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 the Contractor, or who should reasonably have known such unauthorized activities occurred.

To direct communications regarding any security incident, the Contractor shall initiate contacts as indicated herein.

Nevada County Department of Social Services	Nevada County Privacy & Security Officer
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<p>CalWORKs Welfare to Work Program  Department of Social Services  988 McCourtney Road Grass  Valley, CA 95949</p> <p>Point of Contact: Rachel Roos  Email: <a href="mailto:Rachel.Roos@co.nevada.ca.us">Rachel.Roos@co.nevada.ca.us</a>  Phone: 530-265-1760</p>	<p>Privacy Officer  Health and Human Services Agency  950 Maidu Avenue  Nevada City, CA 95959</p> <p>Point of Contact: Angela Masker  Email: <a href="mailto:privacy.officer@co.nevada.ca.us">privacy.officer@co.nevada.ca.us</a>  Phone: 530-265-1740</p>
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13. Make Contractor’s internal practices, books, and records relating to the use and disclosure of PII received from, or created or received by the Contractor on behalf of County available to the County upon request.
14. Contractor agrees that this agreement may be amended from time to time by County if and to the extent required by the Welfare and Institutions Code or the Department of Social Service Privacy and Security Agreement, in order to assure that this agreement is consistent therewith; and authorize termination of the agreement by County if County determines that Contractor has violated a material term of this agreement.
15. Contractor shall not provide access or disclose PII to any sub-contractor or other individual not employed directly by Contractor without written permission from the County.
16. Contractor agrees to comply with applicable provisions in the Computer Matching and Privacy Protection Act Agreement (CMPAA) between the Social Security Administration (SSA) and California Health and Human Services Agency (CHHS), in the Information Exchange Agreement (IEA) between SSA and CDSS, in the Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the SSA (TSSR), hereby incorporated in this contract as Attachment A, and in the Computer Matching Agreement (CMA) between the Department/Agency of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and CDSS, hereby incorporated into this contract as Attachment B.

If there is any conflict between a privacy and security standard in Attachment A or Attachment B and a standard in this contract, the most stringent standard shall apply. The most stringent standard means the standard that provides the greatest protection to PII.

Attachment A and Attachment B contents are highly sensitive and confidential. All disclosures of these attachments shall be limited to the appropriate parties or individuals responsible for and involved in decision making for safeguarding of PII. These documents are not public and shall not be published on any website accessible by or otherwise made available to the public.

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**  
**NEVADA-SIERRA CONNECTING POINT PUBLIC AUTHORITY**

**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. **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.
3. **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.
4. **Cyber Liability:** Insurance, with limit not less than **\$1,000,000** per occurrence or claim, **\$1,000,000** 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.

The insurance obligations under this Contract shall be the greater of 1—all the Insurance coverage and limits carried by or available to Contractor; or 2—the minimum Insurance requirements shown in this Contract. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to County. No representation is made that the minimum Insurance requirements of this Contract are sufficient to cover the indemnity or other obligations of Contractor under this Contract.

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 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. **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.
4. **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.
5. **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.
6. **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.
7. **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.
8. **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.
9. **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.
10. **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.
11. **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 County as noted above. In no cases shall the types of policies be different.

12. **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.
13. **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.
14. **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.

**Summary Page**

Nevada-Sierra Connecting Point Public Authority

**Description of Services:** CalWORKs Housing and Support Program

**SUMMARY OF MATERIAL TERMS**

<b>Max Annual Price:</b>	\$49,830		
<b>Contract Start Date:</b>	10/1/2022	<b>Contract End Date:</b>	6/30/2023
<b>Liquidated Damages:</b>	N/A		

**INSURANCE POLICIES**

**FUNDING**

Commercial General Liability	(\$2,000,000)	<b>1589-50105-494-5001/521520</b>
Sexual Abuse or Molestation Liability	(\$1,000,000)	
Automobile Liability	(\$1,000,000)	
Worker’s Compensation	(Statutory Limits)	
Professional Errors and Omissions	(\$2,000,000)	
Cyber Liability	(\$1,000,000)	

**LICENSES AND PREVAILING WAGES**

Designate all required licenses: N/A

**NOTICE & IDENTIFICATION**

<b>COUNTY OF NEVADA:</b>		<b>CONTRACTOR:</b>	
Nevada County Social Services Department, Health and Human Services Agency		Nevada-Sierra Connecting Point Public Authority	
Address:	950 Maidu Ave	Address	208 Sutton Way
City, St, Zip	Nevada City, California 95959	City, St, Zip	Grass Valley, California 95945
Attn:	Tamaran Cook	Attn:	Tim Giuliani
Email:	Tamaran.Cook@co.nevada.ca.us	Email:	ting@connectingpoint.org
Phone:	(530) 265-7160	Phone:	(530) 274-5601

<b>Contractor is a:</b> (check all that apply)					<b>EDD Worksheet Required</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
<b>Corporation:</b>	<input type="checkbox"/>	Calif. <input type="checkbox"/>	Other <input type="checkbox"/>	LLC <input type="checkbox"/>	<b>Additional Terms &amp; Conditions Included (Grant Specific)</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
<b>Non- Profit:</b>	<input checked="" type="checkbox"/>	Corp. <input checked="" type="checkbox"/>			<b>Subrecipient</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
<b>Partnership:</b>	<input type="checkbox"/>	Calif. <input type="checkbox"/>	Other <input type="checkbox"/>	LLP <input type="checkbox"/> Limited <input type="checkbox"/>		
<b>Person:</b>	<input type="checkbox"/>	Indiv. <input type="checkbox"/>	DBA <input type="checkbox"/>	Ass’n <input type="checkbox"/> Other <input type="checkbox"/>		

**ATTACHMENTS**

<b>Exhibit A:</b> Schedule of Services
<b>Exhibit B:</b> Schedule of Charges and Payments
<b>Exhibit C:</b> Insurance Requirements

CERTIFICATE NO.

ISSUE DATE

GSRMA-1623	AI	CERTIFICATE OF COVERAGE	10/05/2022
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<b>Primary Insurance Provided by</b>  <b>Golden State Risk Management Authority</b> <b>P.O. Box 706</b> <b>Willows, CA 95988-0706</b>	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.  IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage/Policies must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).
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<b>GSRMA MEMBER:</b>  NEVADA-SIERRA CONNECTING POINT PUBLIC AUTHORITY 208 SUTTON WAY GRASS VALLEY, CA 95945	COVERAGE AFFORDED BY <b>A - Golden State Risk Management Authority</b>  COVERAGE AFFORDED BY <b>B -</b>  COVERAGE AFFORDED BY <b>C -</b>  COVERAGE AFFORDED BY <b>D -</b>
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**Coverages**  
 THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE/POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS/POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS/POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ENT LTR	TYPE OF COVERAGE	POLICY #	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	MEMBER'S SELF-INSURED RETENTION/ DEDUCTIBLE	LIMITS
<b>A</b>	<b>WORKERS' COMPENSATION</b> <input checked="" type="checkbox"/> WORKERS' COMPENSATION <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	JPA 0044	07/01/2022	07/01/2023	\$0	WORKERS' COMPENSATION: \$ 300,000  EMPLOYERS LIABILITY: \$ 300,000
<b>A</b>	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE	JPA 0044	07/01/2022	07/01/2023	\$ 0	\$ 250,000
<b>A</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY	JPA 0044	07/01/2022	07/01/2023	\$ 0	\$ 250,000
<b>A</b>	<b>CRIME</b> <input checked="" type="checkbox"/> EMPLOYEE THEFT-PER LOSS <input checked="" type="checkbox"/> DEPOSITORS FORGERY OR ALTERATION <input checked="" type="checkbox"/> THEFT, DISAPPEARANCE AND DESTRUCTION <input checked="" type="checkbox"/> COMPUTER AND FUNDS TRANSFER FRAUD	JPA 0044	07/01/2022	07/01/2023	\$ 2,500	\$ 25,000
<b>A</b>	<b>PROPERTY</b> <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE <input checked="" type="checkbox"/> BOILER AND MACHINERY <input checked="" type="checkbox"/> TERRORISM	JPA 0044	07/01/2022	07/01/2023	\$ 1,000 Per Policy \$ 250 Comp \$ 500 Coll \$ 1,000	ALL RISK: \$5,000 FLOOD: Per Policy AUTO (ACV): \$10,000 AUTO (RCV): PER POLICY BOILER AND MACHINERY: \$5,000

**Description of Operations/Locations/Vehicles/Special Items:**  
 AS RESPECTS PROFESSIONAL SERVICES CONTRACT FOR HEALTH AND HUMAN SERVICES AGENCY BETWEEN NEVADA-SIERRA CONNECTING POINT PUBLIC AUTHORITY AND COUNTY OF NEVADA FOR CALWORKS HOUSING AND SUPPORT PROGRAM.  
  
 COUNTY OF NEVADA, ITS OFFICERS, EMPLOYEES, AGENTS, AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL COVERED PARTIES, BUT ONLY INSOFAR AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

Certificate Holder  COUNTY OF NEVADA 950 MAIDU AVE NEVADA CITY, CA 95959	Cancellation SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES/POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WIL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE/POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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**ENDORSEMENT NO. GSRMA-1623**  
**GOLDEN STATE RISK MANAGEMENT AUTHORITY**

**ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT**

It is agreed that the "Covered Party, Covered Persons or Entities" section of the Policy is amended to include the person or organization named on the Certificate of Coverage, but only with respect to liability arising out of premises owned or rented to the Member, or operations performed by or on behalf of the Member or such person or organization so designated.

Coverage provided under this endorsement is limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by contract.

**ADDITIONAL COVERED PARTY:**

COUNTY OF NEVADA  
950 MAIDU AVE  
NEVADA CITY, CA 95959

**AS RESPECTS:**

AS RESPECTS PROFESSIONAL SERVICES CONTRACT FOR HEALTH AND HUMAN SERVICES AGENCY BETWEEN NEVADA-SIERRA CONNECTING POINT PUBLIC AUTHORITY AND COUNTY OF NEVADA FOR CALWORKS HOUSING AND SUPPORT PROGRAM.

COUNTY OF NEVADA, ITS OFFICERS, EMPLOYEES, AGENTS, AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL COVERED PARTIES, BUT ONLY INsofar AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

**It is further agreed that nothing herein shall act to increase PRISM's limit of liability.**

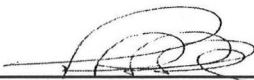
**This endorsement is part of the Policy and takes effect on the effective date of the Policy unless another effective date is shown below. All other terms and conditions remain unchanged.**

**Effective Date:** \_\_\_\_\_

**Policy No.:**     JPA 0044    

**Issue Date:**     June 29, 2022    

**Issued To:**     NEVADA-SIERRA CONNECTING POINT PUBLIC AUTHORITY    



\_\_\_\_\_  
**Authorized Representative**  
**Golden State Risk Management Authority**



GSRMA-1623	AI	<b>CERTIFICATE OF COVERAGE</b>	10/05/2022
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<b>Public Risk Innovation, Solutions, and Management</b> C/O ALLIANT INSURANCE SERVICES, INC. 18100 VON KARMAN AVENUE, 10TH FLOOR IRVINE, CA 92612 PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #0C36861	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage/Policies must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).	COVERAGE AFFORDED BY <b>A - See attached schedule of insurers</b>


<b>MEMBER:</b> Golden State Risk Management Authority P.O. Box 706 Willows, CA 95988-0706	COVERAGE AFFORDED BY <b>B - Public Risk Innovation, Solutions, and Management</b>
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<b>GSRMA MEMBER:</b> NEVADA-SIERRA CONNECTING POINT PUBLIC AUTHORITY	COVERAGE AFFORDED BY <b>C - National Union Fire Insurance Company of Pittsburgh, PA (AIG) Berkley Insurance Company</b>
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**Coverages**  
 THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE/POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS/POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS AND POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ENT LTR	TYPE OF COVERAGE	MEMORANDUM # /POLICIES	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	MEMBER'S SELF-INSURED RETENTION/ DEDUCTIBLE	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> WORKERS' COMPENSATION <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	See attached for insurers policy numbers	07/01/2022	07/01/2023	\$ 300,000	WORKERS' COMPENSATION: Statutory EMPLOYERS LIABILITY: \$5,000,000
<b>B</b>	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> EXCESS GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE	PRISM PE 22 EL-63	07/01/2022	07/01/2023	\$ 250,000	Difference between \$1,000,000 and the Member's Self-Insured Retention
<b>B</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY	PRISM PE 22 EL-63	07/01/2022	07/01/2023	\$ 250,000	Difference between \$1,000,000 and the Member's Self-Insured Retention
<b>C</b>	<b>CRIME</b> <input checked="" type="checkbox"/> EXCESS GOVERNMENTAL CRIME POLICY	01-468-30-06 BGOV-45003949-22	06/30/2022 06/30/2022	06/30/2023 06/30/2023	\$25,000	\$10,000,000 Per Occurrence limit Subject to member deductible \$5,000,000 Per Occurrence Limit \$1,000,000 Sublimit Applies To Faithful Performance
<b>B</b>	<b>PROPERTY</b> <input checked="" type="checkbox"/> ALL RISK <input checked="" type="checkbox"/> FLOOD <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE (ONLY IF SCHEDULED) <input checked="" type="checkbox"/> BOILER AND MACHINERY <input checked="" type="checkbox"/> TERRORISM  TERRORISM LIMIT IS SHARED BY ALL MEMBERS IN ALL TOWERS ALL OTHER LIMITS ARE SHARED PER TOWER	PRISMPR 22-23	03/31/2022	03/31/2023	\$ 5,000 Per Policy \$10,000 PER POLICY \$ 5,000	\$25,000,000 PER OCC ALL RISK \$25,000,000 PER OCC ANNUAL AGG. LIMIT APPLIES TO FLOOD AUTO PHYS. DAMAGE DED. \$25,000,000 PER ACCIDENT BOILER & MACHINERY LIMIT

**Description of Operations/Locations/Vehicles/Special Items:**  
 AS RESPECTS PROFESSIONAL SERVICES CONTRACT FOR HEALTH AND HUMAN SERVICES AGENCY BETWEEN NEVADA-SIERRA CONNECTING POINT PUBLIC AUTHORITY AND COUNTY OF NEVADA FOR CALWORKS HOUSING AND SUPPORT PROGRAM.  
  
 COUNTY OF NEVADA, ITS OFFICERS, EMPLOYEES, AGENTS, AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL COVERED PARTIES, BUT ONLY INsofar AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.  
  
 THIS INSURANCE SHALL BE PRIMARY AND NO OTHER INSURANCE SHALL CONTRIBUTE PURSUANT TO ENDORSEMENT NUMBER U-9. THE AUTHORITY WAIVES ITS RIGHTS OF SUBROGATION AGAINST THE ADDITIONAL COVERED PARTY(IES) PURSUANT TO ENDORSEMENT NUMBER U-8.

<b>Certificate Holder</b> COUNTY OF NEVADA 950 MAIDU AVE NEVADA CITY, CA 95959	<b>Cancellation</b> SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES/POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE/POLICIES PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Gina Dear Public Risk Innovation, Solutions, and Management

**PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT**  
**EXCESS WORKERS' COMPENSATION PROGRAM**  
**2022/2023 SCHEDULE OF INSURERS-GSRMA**  
**NEVADA-SIERRA CONNECTING POINT PUBLIC AUTHORITY**

PROVIDER	MEMORANDUM / POLICY NUMBER	LIMIT
Public Risk Innovation, Solutions, and Management	PRISM-PE 22 EWC-02	Workers' Compensation: \$50,000,000 each accident/each employee for disease (Difference between \$50,000,000 and the individual member's retention)  Employers' Liability: \$5,000,000 each accident/each employee for disease (Difference between \$5,000,000 and the individual member's retention)
Liberty Insurance Corporation	EW7-64N-444785-012	Statutory each accident/each employee for disease excess of \$50,000,000

**ENDORSEMENT NO. U-1**  
**PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT**  
**GENERAL LIABILITY I**

**ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT**

It is agreed that the "**Covered Party**, Covered Persons or Entities" section of the Memorandum is amended to include the person or organization named on the Certificate of Coverage, but only with respect to liability arising out of premises owned by or rented to the Member, or operations performed by or on behalf of the Member or such person or organization so designated.

Coverage provided under this endorsement is limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by contract.

**ADDITIONAL COVERED PARTY:**

**NAME OF PERSON OR ORGANIZATION SCHEDULED PER ATTACHED CERTIFICATE OF COVERAGE**

**AS RESPECTS:**

**PER ATTACHED CERTIFICATE OF COVERAGE**

**It is further agreed that nothing herein shall act to increase PRISM's limit of liability.**

**This endorsement is part of the Memorandum of Coverage and takes effect on the effective date of the Memorandum of Coverage unless another effective date is shown below. All other terms and conditions remain unchanged.**

**Issued to: ALL MEMBERS**

**Memorandum No.: PRISM 22 EL-00**

**Issue Date: June 29, 2022**

  
\_\_\_\_\_

Authorized Representative  
Public Risk Innovation, Solutions, and Management

**ENDORSEMENT NO. U-8**  
**PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT**  
**GENERAL LIABILITY 1**  
**AMENDATORY ENDORSEMENT - WAIVER OF SUBROGATION**

It is understood and agreed that Condition 8. SUBROGATION, of the Memorandum to which it is attached, is deleted in its entirety and replaced by the following:

8. SUBROGATION

PRISM shall be subrogated to the extent of any payment hereunder to all the **covered party's** rights of recovery therefore; and the covered party shall do nothing after loss to prejudice such rights and shall do everything necessary to secure such rights. Any amount so recovered shall be apportioned as follows:

Any interest (including the **covered party's**) having paid an amount in excess of the self-insured retention, plus the limit of liability, hereunder shall be reimbursed first to the extent of actual payment. PRISM shall be reimbursed next to the extent of its actual payment hereunder. If any balance then remains unpaid, it shall be applied to reimburse the covered party. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by PRISM, it shall bear the expenses thereof.

Notwithstanding the above, PRISM waives its rights of subrogation against any person or organization with whom the **covered party** has entered into a written agreement that includes a waiver of subrogation, but only if the agreement is in effect before the injury, damage or liability occurs.

It is further agreed that nothing herein shall act to increase PRISM's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

**Effective Date:**

**Memorandum No.:** PRISM 22 EL-00

**Issued To:** ALL MEMBERS

**Issue Date:** June 29, 2022

  
\_\_\_\_\_

Authorized Representative  
Public Risk Innovation, Solutions, and Management

## ENDORSEMENT NO. U-9

### PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT GENERAL LIABILITY 1

#### AMENDATORY ENDORSEMENT-PRIMARY/NON-CONTRIBUTORY

It is understood and agreed that Condition 7. OTHER COVERAGE of the Memorandum to which it is attached, is deleted in its entirety and replaced by the following:

#### 7. OTHER COVERAGE

If collectible insurance with an insurer, or collectible group coverage through another joint powers authority, interlocal cooperative agreement, self-insurance or other public entity group coverage is available to the **covered party** covering a loss also covered hereunder (whether on a primary, excess or contingent basis), the coverage hereunder shall be: (a) in excess of, and shall not contribute with, such insurance; and (b) shall contribute only with any excess group coverage available through another joint powers authority according to a pro-rata, time on the risk basis. However, this clause does not apply with respect to excess insurance purchased specifically to be in excess of this Memorandum, or to insurance or reinsurance which is intended to provide the remainder of the limit of liability stated in the Declarations of this Memorandum when the coverage afforded under this Memorandum provides less than 100 percent of the limit set forth in the Declarations. However, if the **covered party** has entered into a written agreement, prior to any loss event, in which it is agreed that this coverage shall be primary and/or non-contributory with respect to an additional **covered party** as specified in Endorsement U-1 of this Memorandum, then this coverage shall respond as primary and/or non-contributory, but shall be limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by the written agreement.

Notwithstanding the foregoing paragraph, if coverage for a claim or **suit** is available under this Memorandum and a memorandum of coverage issued in connection with PRISM's Medical Malpractice Program, this Memorandum shall afford primary coverage only where the gravamen of the claim or **suit** involves liability covered hereunder. EIA staff will preliminarily assess the gravamen of the claim or **suit** and refer it to the committee responsible for the coverage believed to be applicable under this paragraph. Where that committee disputes the PRISM's assessment of the gravamen of the claim or **suit** and rejects primary coverage, PRISM will thereafter refer the claim or **suit** to the committee responsible for the other applicable coverage. If that committee also rejects the primary coverage responsibility, the Executive Committee will determine which of PRISM's coverages is primary under this paragraph.

If the Member disputes the acceptance of primary coverage by a committee of the Authority responsible for the coverage, the Member may appeal that decision to the Executive Committee. Appeal must be requested within 60 days of the coverage acceptance by the

If the Member is not satisfied with the outcome of the Executive Committee appeal or the determination by the Executive Committee as to which of the Authority's coverages is primary where no committee agreed to accept primary responsibility, the Member may invoke Section (d) and (e) of Article 31 of the Authority's Joint Powers Agreement and proceed to arbitration and, if necessary, litigation. For purposes of this paragraph, the Member must request to invoke Article 31 dispute resolution process within 60 days of the Executive Committee's determination as to which of the Authority's coverages is primary.

Where a memorandum of coverage issued in connection with PRISM's Medical Malpractice Program is determined to afford primary coverage pursuant to this section, the exhaustion of PRISM's limit of liability under the Medical Malpractice Program will satisfy the **covered party's** self-insured retention under this Memorandum.

Coverage for the additional **covered party** under this endorsement is limited to the written contract or agreement as specified on the Certificate of Coverage and Endorsement U-1 of this Memorandum.

It is further agreed that nothing herein shall act to increase PRISM's limit of liability.

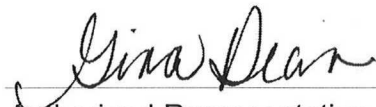
This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

**Effective Date:**

**Memorandum No.:** PRISM 22 EL-00

**Issued to:** ALL MEMBER

**Issue Date:** June 29, 2022



Authorized Representative  
Public Risk Innovation, Solutions, and Management