

Administering Agency: Nevada County Health and Human Services, Veteran’s Services Department

Contract No. _____

Contract Description: **Securing of psychotherapy services for the veteran population of Nevada County.**

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

THIS PROFESSIONAL SERVICES CONTRACT (“Contract”) is made at Nevada City, California, as of **June 22, 2021** by and between the County of Nevada, (“County”), and **WELCOME HOME VETS, INC.** (“Contractor”), 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 Thirty-Two Thousand Four Hundred Forty-Five Dollars (\$32,445.00).**
3. **Term** This Contract shall commence on, 7/1/2021. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: 6/30/2022.
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 the County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

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

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

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute 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** Registered corporations including those corporations that are registered non-profits shall possess a Certificate of Good Standing also known as Certificate of Existence or Certificate of Authorization from the California Secretary of State, and further warrants to shall keep its status in good standing and effect during the term of this Contract.
14. **Standard of Performance** Contractor shall perform all services required pursuant to this 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.

Contractor without additional compensation. Contractor's personnel, when on the County's premises and when accessing the County network remotely, shall comply with the County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize the County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by the County's Chief Information Officer or his/her designee.

15. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this 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 subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
 - The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
16. **Accessibility** It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.
17. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
18. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
19. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
20. **Financial, Statistical and Contract-Related Records:**
- 20.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks,

receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.

- 20.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.
- 20.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.
21. **Cost Disclosure:** In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report.
22. **Termination.**
- A. A Material Breach , as defined pursuant to the terms of this 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 the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
 - D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.
 - E. Any notice to be provided under this section may be given by the Agency Director.
 - F. Suspension: County, upon giving seven (7) calendar days written notice to Contractor, shall have the right to suspend this Contract, in whole or in part, for any time period as County deems necessary due to delays in Federal, State or County appropriation of funds, lack of demand for services to be provided under this contract, or other good cause. Upon receipt of a notice of suspension from County, Contractor shall immediately suspend or stop work

as directed by County and shall not resume work until and unless County gives Contractor a written notice to resume work. In the event of a suspension not the fault of the Contractor, Contractor shall be paid for services performed to the date of the notice of suspension in accordance with the terms of this Contract.

In the event this 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 the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

23. **Intellectual Property** To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, not the property of Contractor (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor by County, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
24. **Waiver** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other party.
25. **Conflict of Interest** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this 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 Personnel Code
26. **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.
27. **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 19, Termination.

28. **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.
29. **Compliance with Applicable Laws** Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.
30. **Confidentiality** Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by the County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

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

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

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

31. **Additional Contractor Responsibilities**
- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this 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.

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

COUNTY OF NEVADA:

CONTRACTOR:

Nevada County Health and Human Services
Agency, Veteran's Services

Welcome Home Vets, Inc.

Address: 950 Maidu Avenue
City, St, Zip Nevada City, California 95959
Attn: David West
Email: david.west@co.nevada.ca.us
Phone: (530) 265-1446

Address P.O. Box 189
City, St, Zip Grass Valley, California 95945
Attn: Doug Becker
Email: chair.outreach@gmail.com
Phone: (530) 272-3300

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

Executed as of the day first above stated:

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

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

COUNTY OF NEVADA:

By: _____ Date: _____

Printed Name/Title: Honorable Dan Miller, Chair, of the Board of Supervisors

By: _____

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

CONTRACTOR: WELCOME HOME VETS, INC.

By: _____ Date: _____

Name: _____

* Title: _____

By: _____ Date: _____

Name: _____

* Title: _____

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

Exhibits

- Exhibit A: Schedule of Services**
- Exhibit B: Schedule of Charges and Payments**
- Exhibit C: Insurance Requirements**
- Exhibit E: Schedule of HIPAA Provisions**

EXHIBIT "A"
SCHEDULE OF SERVICES
WELCOME HOME VETS, INC.

Contractor shall secure psychotherapy services for the veteran population of Nevada County.

Project Overview

Veterans with military-related trauma and their families are an underserved group in Nevada County. Since Nevada County is more than fifty miles from a VA hospital, combat veterans living in Nevada County may receive some psychotherapy services from a VA-contracted local provider, such as Welcome Home Vets; however, this type of local treatment is still limited. Although veterans might start services with Welcome Home Vets while making an application for disability status with the VA, once veterans receive a disability rating for Post-Traumatic Stress Disorder (PTSD), they are excluded from local contracted programs and must go to Auburn or Reno for less intensive services. Welcome Home Vets is able to see clients once per week, but these regional counseling centers see the vet only once every three weeks, often at a time when the veteran is not ready for a less intensive service. Treatment for PTSD is already a slow and difficult process, especially in the early phase of treatment and veterans are historically reluctant to admit to psychological issues. Consequently, when veterans start treatment locally on a weekly basis with someone they learn to trust, rarely is transition to a new therapist at a regional treatment center for less frequent treatment successful. This is a major problem causing veterans to be underserved in Nevada County.

The Welcome Home Vets (WHV) program will fill in the service gaps for this population, providing treatment necessary for the veteran to start or continue recovery and for family members to develop and strengthen resilience. All services will be provided by or provided with oversight by therapists who are trained and experienced in serving a population affected by military-related trauma. In addition, WHV will enhance community awareness of problems related to PTSD and the impact of the PTSD issue on the family, law enforcement, judicial system, employers, psychotherapists, and the community in general through educational programs. This program is directed at a target population that is at high risk for suicide, incarceration, homelessness and often requires involuntary psychiatric hospitalization one or more times during their lifetime.

I. CONTRACTOR'S RESPONSIBILITIES:

- A.** Contractor shall refer appropriate military veterans with a history of trauma and their immediate family members/significant others for psychotherapy services.
 - a. The psychotherapy is provided by professionals such as a Licensed Clinical Psychologist, Licensed Clinical Social Worker, or a Licensed Marriage and Family Therapist, who are experienced in working with traumatized veterans and their families.
 - b. The modality of therapies include: individual, family, couple, and group.

- B.** Contractor will offer regular hours of operation and will offer Medi-Cal clients the same hours of operation as it offers to non-Medi-Cal clients.

- C.** Contractor is responsible to provide the following reports:
 - a. A Mid-Year Progress Report within 30 days of the end of the second quarter (Q2 ends 12/31; report due 2/1);

- b. An Annual Progress Report within 30 days of the end of the fiscal year (fiscal year ends 6/30; report due 8/1);
 - c. Any MHSA Progress or Evaluation Report that is required, and as may be requested by the County. The Contractor shall cooperate with the County for compilation of any data or information for services rendered under this Agreement as may be necessary for the County to conform to MHSA reporting guidelines.
 - d. Contractor shall not be paid per their final invoice until all Mid-Year and Annual Progress Reports are received by County.
- D. Contractor shall provide the following outcomes in the Progress Reports:
- a. Number of sessions of psychotherapy broken down by licensed clinical staff, and the following format of the therapy:
 - i. Number of group therapy sessions
 - ii. Number of total unduplicated individual, family, or collateral (e.g., spouse or child seen alone) sessions. The annual target for unduplicated sessions is 60.
- E. Outcomes
- a. It is expected Contractor will facilitate at least 50 group therapy sessions led by a Licensed Clinical Psychologist, Licensed Marriage and Family Therapist, Licensed Clinical Social Worker or Peer Specialist.
 - b. It is expected Contractor will facilitate at least 100 individual therapy sessions led by a Licensed Clinical Psychologist, and 225 individual sessions by a Licensed Marriage and Family Therapist or a Licensed Clinical Social Worker.
 - c. The 24-item Behavior and Symptom Identification Scale-Basis-24 will be used to measure the change in clients' self-reported symptoms and problem difficulties over the course of treatment such as:
 - i. Less than 5% of veterans will be incarcerated in jail or prison during the time of treatment.
 - ii. At least 95% of veterans in treatment will report thinking about ending their life only a little or none of the time.
 - iii. 90% or more of veterans in treatment will not be hospitalized in a psychiatric hospital during the treatment period.
 - iv. 15% or less of veterans in treatment will report being in a shelter or homeless on the street more than one time during treatment.
 - v. 70% or more of veterans in treatment will report feeling short-tempered less often during a week.
 - vi. 70% or more of veterans will report that they got along well in social situations half the time or more during a week.

Despite progress in addressing explicit discrimination, racial inequities continue to be deep, pervasive, and persistent across the country. Though we have made many strides toward racial equity, policies, practices, and implicit bias have created and still create disparate results. Through partnerships with the community, Nevada County Department of Social Services strives to address these inequities and continue progress in moving forward.

Contractors encouraged to have a diverse and inclusive workforce that includes representation from the disparate communities served by our county. Contractor is expected to think holistically about creating services, program sites, and an employee culture that is welcoming and inclusive. Contractor should track metrics on Diversity, Equity, and Inclusion outcomes within their service delivery. Additional efforts should be made to identify and highlight growth opportunities for equitable outcomes, access to services, and other opportunities. Please contact your County contract manager about proposed metrics to track.

Services should be designed to meet clients' diverse needs. Contractor is expected to participate in trainings and tailor outreach efforts and marketing materials to engage a diverse population of community members. Given that Spanish is a threshold language in Nevada County, a special emphasis should be placed on engaging Latinx communities and providing services in Spanish.

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
WELCOME HOME VETS, INC.

Subject to the satisfactory performance of services required of Contractor pursuant to this contract, and to the terms and conditions as set forth, the County shall pay Contractor a maximum amount not to exceed Thirty Thousand Dollars (\$32,445) for the contract term.

County shall reimburse Contractor for services at rates provided below. The actual mix of services may differ depending on needs of the community. The rates and total maximum will apply regardless of the actual mix of services.

| Type of Service | | Rate |
|---|--|--------------------|
| Individual, family, or collateral therapy | Licensed Clinical Psychologist or Psychiatrist | \$110/ per session |
| Individual, family, or collateral therapy | Licensed Marriage Family Therapist or Licensed Clinical Social Worker | \$90/ per session |
| Group Therapy | Licensed Clinical Psychologist, Licensed Marriage Family Therapist, or Licensed Clinical Social Worker | \$40/ per session |
| | | |
| Contract Maximum | | \$32,445 |

CONTINGENCY

This contract maximum is contingent upon County receiving Mental Health Services Act (MHSA) Community Services and Supports (CSS) funding as anticipated from the State of California.

BILLING AND PAYMENT

Contractor will submit an invoice to the County at the conclusion of each quarter within the fiscal year. Invoices are to be provided to the VSO no later than the following days; October 15, 2021, January 15, 2022, April 15, 2022 and July 15, 2022. Contractor shall designate on invoice specific services being billed, number of hours and appropriate rate. Additionally, a listing and cost of expenditures for Community Awareness Events. Invoices are to be sent to the following address:

HHS Administration
 Attn: DSS Fiscal
 950 Maidu Avenue
 Nevada City, CA 95959

County shall review the invoice within fifteen (15) working days and notify the Contractor if an individual cost is in question. Contractor has the option of either removing the questioned cost or delaying the entire claim pending a resolution of any questioned cost. Payments of approved Billing shall be made within thirty (30) days of receipt of a complete, correct, and approved invoice.

To expedite payment, Contractor shall reference the Resolution Number assigned to this approved contract on invoice.

EXHIBIT C

INSURANCE REQUIREMENTS

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

- (i) **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (ii) **Automobile Liability** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- (iii) **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits. Contractor affirms that being a nonprofit organization operated by uncompensated volunteers, it is not required to maintain workers’ compensation coverage for their volunteers. Contractor employs subcontracted therapists who either maintain their own workers’ compensation coverage, carry health insurance policy, healthcare service plan, or disability insurance covering them for bodily injury or disease and Contractor affirms that its subcontracted therapists have shown Contractor proof of this coverage. Contractor further affirms that its subcontracted therapists have agreed to waive all rights to workers’ compensation from the Contractor and County. Contractor furthermore affirms that subcontracted therapists have waived any right to subrogation which any insurer of said subcontractor may acquire against the Contractor and County by virtue of payment of any loss under such insurance. County understands Contractor subcontracts with independent therapists to provide therapy services; Contractor affirms that their subcontracted therapists shall be required to carry and, upon request by the County show proof of.
- (iv) **Professional Liability** (Errors and Omissions) Insurance covering **mental health services malpractice** to include assessments, screenings, case management/brokerage, medication support, crisis intervention, therapeutic behavioral services (TBS), planning, therapy, and information privacy coverage with limit no less than **\$1,000,000** per occurrence or claim, **\$1,000,000** aggregate.

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

Other Insurance Provisions:

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

- (i) **Additional Insured Status: The County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of the Contractor

including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)

- (ii) **Primary Coverage** For any claims related to this contract, the **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (iii) **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.
- (iv) **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- (v) **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
- (vi) **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. **(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)**
- (vii) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (viii) **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: **(note – should be applicable only to professional liability)**
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
- (ix) **Verification of Coverage** Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- (x) **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.
- (xi) **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (xii) **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.
- (xiii) **Premium Payments** The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- (xiv) **Material Breach** Failure of the Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
- (xv) **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

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

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

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

EXHIBIT "E"

SCHEDULE OF HIPAA PROVISIONS FOR BUSINESS ASSOCIATES

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Contractor acknowledges that it is a "Business Associate" for purposes of this contract and of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and The Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH) per 45 CFR §160.103 and therefore is directly subject to the HIPAA Security Rule, Privacy Rule and Enforcement Rule, including its civil and criminal penalties and shall implement its standards.

Regarding the Use and Disclosure of Protected Health Information:

1. Except as otherwise limited in this Agreement, Contractor may use or disclose Protected Health Information (PHI) to perform functions, activities, or services for, or on behalf of, County as specified in this contract, provided that such use or disclosure would not violate the Privacy Rule if done by County and is in accordance with the "minimum necessary" policies and procedures of the County (see NCPP 200 – Use and Disclosure Policy).
2. Except as otherwise limited in this Agreement, Contractor may use Protected Health Information (PHI) for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor provided that the disclosure is required by law or Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which Contractor disclosed it to the person. And, Contractor shall also ensure that the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.
3. Contractor shall not use or further disclose the PHI it creates, receives, maintains or transmits on behalf of the County for any purpose other than as permitted or required by this agreement or as required by law.
4. Contractor shall make available PHI to the individual for which it pertains in accordance to applicable law including 45 CFR §164.524
5. Contractor shall make available PHI for amendment and incorporate any amendments to PHI records in accordance with 45 CFR §164.526.
6. Contractor shall track disclosures and make available the information required to provide an accounting of disclosures if requested by the individual or COUNTY in accordance with 45 CFR §164.528.
7. To the extent the Contractor is to carry out County's obligations under the Privacy Rule, Contractor agrees to comply with the requirements of the Privacy Rule that apply to County in the performance of such obligations.

Contractor agrees to:

8. Protect the privacy and provide for the security of Protected Health Information (PHI) and electronic Protected Health Information (ePHI) created, received, maintained or transmitted by Contractor pursuant to this agreement in accordance with HIPAA, HITECH and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the HIPAA Regulations) and other applicable laws.
9. Develop and maintain a written information privacy and security program that includes 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.
10. Comply with County policies and procedures related to obtaining, using, disclosing, creating, maintaining and transmitting PHI and ePHI as it relates to this agreement.
11. Ensure sufficient training and utilize reasonable measures to ensure compliance with requirements of this agreement by Contractor's workforce members who use or disclose PHI (in any form) to assist in the performance of functions or activities under this agreement; and discipline such employees who intentionally violate any provisions of this agreement, including termination of employment. Workforce member training shall be documented and such documents retained for the period of this contract and made available to County for inspection if requested.
12. Ensure that any subcontractors or agents agree to comply with the same restrictions, conditions and terms that apply to the Contractor with respect to this agreement and with applicable requirements of HIPAA and HITECH by entering into a written contract including permissible uses and disclosures and provisions where the subcontractor or agent agrees to implement reasonable and appropriate security measures to protect the information (PHI or ePHI) it creates, receives, maintains or transmits on behalf of Contractor or County with respect to this agreement.
13. Report to County any security incident or any unauthorized use or disclosure of PHI (in any form). Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system and includes breaches of unsecured protected health information as required by 45 CFR §164.410. Contractor shall make this report by the next business day following discovery of the use, disclosure, or security incident. Any unauthorized use or disclosure or security incident shall be treated as discovered by Contractor on the first day on which such use or disclosure or security incident is known to 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.
14. Contractor will comply with all applicable breach notification requirements including notifications to the individual/s whose PHI is the subject of a breach, as provided under the HIPAA and HITECH Acts. Contractor shall take prompt corrective action to cure any breach or action pertaining to the unauthorized disclosure of PHI or ePHI.
15. Make Contractor's internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Contractor on behalf of County available to the County upon request. In addition, Contractor will make these items available to the Secretary of the United States Health and Human Services for purposes of determining County's or Contractor's compliance with HIPAA and its implementing regulations (in all events Contractor shall immediately notify County of any such request, and shall provide County with copies of any such materials).

16. Contractor agrees that this agreement may be amended from time to time by County if and to the extent required by the provision of 42 U.S.C. § 1171, et seq., enacted by HIPAA and regulations promulgated thereunder, in order to assure that this agreement is consistent therewith.
17. Contractor acknowledges that a violation of the terms of this exhibit would constitute a material breach of this agreement.
18. At termination of this contract, if feasible, Contractor agrees to return or destroy all protected health information received from, or created or received by the Contractor on behalf of County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

WELCOME HOME VETS, INC.

Securing of psychotherapy services for the veteran population of Nevada County

SUMMARY OF MATERIAL TERMS

Max Annual Price: \$32,445.00
Contract Start Date: 7/1/2021 **Contract End Date:** 6/30/2022
Liquidated Damages: N/A

INSURANCE POLICIES

FUNDING:

| | |
|--|---------------------|
| Commercial General Liability (\$2,000,000) | 1589-50501-496-1000 |
| Automobile Liability (\$1,000,000) | |

LICENSES AND PREVAILING WAGES

Designate all required licenses: N/A

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:

Nevada County
Veteran Services Department

Address: 950 Maidu Avenue
City, St, Zip Nevada City, California 95959
Attn: David West
Email: David.west@co.nevada.ca.us
Phone: (530) 265-1446

CONTRACTOR:

Welcome Home Vets, Inc.

Address P.O. Box 189
City, St, Zip Grass Valley, California 95945
Attn: Doug Becker
Email: chair.outreach@gmail.com
Phone: (530) 272-3300

Contractor is a: (check all that apply)

- Corporation:** Calif., Other, LLC,
Non- Profit: Corp Yes
Partnership: Calif., Other, LLP, Limited
Person: Indiv., DbA, Ass'n Other

EDD Worksheet Required

Yes No

ATTACHMENTS

Exhibit A: Schedule of Services
Exhibit B: Schedule of Charges and Payments
Exhibit C: Insurance Requirements

Exhibit E: Schedule of HIPAA Provisions