



RESOLUTION NO. 20-371

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION AUTHORIZING EXECUTION OF A RENEWAL CONTRACT WITH NEVADA-SIERRA CONNECTING POINT PUBLIC AUTHORITY FOR THE PROVISION OF SERVICES RELATED TO THE ADMINISTRATION OF EMPLOYMENT SERVICES THROUGH THEIR EMPLOYMENT SERVICES PROGRAM FOR NEVADA COUNTY CALWORKS PARTICIPANTS UTILIZING THE EMPLOYABILITY BARRIER REMOVAL PROGRAM, WORK EXPERIENCE (WEX) AND EXPANDED SUBSIDIZED EMPLOYMENT (ESE) PROGRAMS IN THE MAXIMUM AMOUNT OF \$1,422,511 FOR THE CONTRACT TERM OF JULY 1, 2020 THROUGH JUNE 30, 2021

WHEREAS, the Contractor provides services related to the administration of employment services through their Employment Services program for Nevada County CalWORKs participants utilizing the Employability Barrier Removal Program, Work Experience (WEX) and Expanded Subsidized Employment (ESE) Programs; and

WHEREAS, these services benefit CalWORKs participants by increasing their employability in their efforts to become financially self-sufficient and in addition aids the Department of Social Services in meeting its Federal Work Participation Rate (WPR).

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Personal Services Agreement by and between the County and Nevada-Sierra Connecting Point Public Authority pertaining to the provision of services related to the administration of employment services through their Employment Services program for Nevada County CalWORKs participants utilizing the Employability Barrier Removal Program, Work Experience (WEX) and Expanded Subsidized Employment (ESE) Programs for the term of July 1, 2020 through June 30, 2021 in the maximum amount of \$1,422,511 be and hereby is approved and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Agreement on behalf of the County of Nevada.

Funds to be disbursed from account: 1589-50105-494-5001/521525.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 25th day of August, 2020, by the following vote of said Board:

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

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 



Heidi Hall, Chair

8/25/2020 cc: DSS*
AC*(hold)

8/26/2020 cc: DSS*
AC* (Release)
NSCPPA

Administering Agency: Nevada County Department of Social Services

Contract No. 20-371

Contract Description: Provision of services related to the administration of employment services for CalWORKs participants through employability barrier removal programs, unpaid Work Experience (WEX), and Expanded Subsidized Employment (ESE) Program.

PROFESSIONAL SERVICES AGREEMENT FOR HEALTH AND HUMAN SERVICES

THIS AGREEMENT is made at Nevada City, California, as of August 25, 2020 by and between the County of Nevada, ("County"), and Nevada-Sierra Connecting Point Public Authority ("Contractor"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit B. The payment specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed** One Million, Four Hundred and Twenty-Two Thousand and Five Hundred And Eleven Dollars (\$1,422,511).
3. **Term** This Agreement shall commence on July 1, 2020. All services required to be provided by this Agreement shall be completed and ready for acceptance no later than the **Agreement Termination Date** of: June 30, 2021.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A or elsewhere in this Agreement shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

8. **Liquidated Damages**

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

9. **Relationship of Parties**

9.1 **Independent Contractor**

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

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

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

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

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions set forth herein, to the extent such insurance provisions are required of Contractor under this Agreement. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a Material Breach

of this Agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Agreement, or both.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
12. **Hold Harmless and Indemnification Agreement** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Agreement. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Agreement. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this agreement.
13. **Certificate of Good Standing** Registered corporations including those corporations that are registered non-profits shall possess a Certificate of Good Standing also known as Certificate of Existence or Certificate of Authorization from the California Secretary of State, and further warrants to shall keep its status in good standing and effect during the term of this Contract.
14. **Standard of Performance** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

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

15. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Agreement shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
- Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
 - Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Agreement.
 - Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
 - The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
16. **Accessibility** It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.
17. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
18. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
19. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
20. **Financial, Statistical and Contract-Related Records:**
- 20.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be

limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.

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

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

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

22. **Termination.**

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

B. If Contractor fails to timely provide in any manner the services materials and products required under this Agreement, or otherwise fails to promptly comply with the terms of this Agreement, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Agreement by giving **five (5) calendar days written notice to Contractor.**

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

D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Agreement at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

E. Any notice to be provided under this section may be given by the Agency Director.

F. Suspension: County, upon giving seven (7) calendar days written notice to Contractor, shall have the right to suspend this Contract, in whole or in part, for any time period as County deems necessary due to delays in Federal, State or County appropriation of funds, lack of demand for services to be provided under this contract, or other good cause. Upon receipt

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

In the event this Agreement is terminated:

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

23. **Intellectual Property** To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, not the property of Contractor (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor by County, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
24. **Waiver** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
25. **Conflict of Interest** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Contractor agrees that no such person will be employed in the performance of this agreement unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code
26. **Entirety of Agreement** This Agreement contains the entire agreement of County and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
27. **Alteration** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.

- 28. **Governing Law and Venue** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Agreement shall be the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
- 29. **Compliance with Applicable Laws** Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.
- 30. **Subrecipient** This Subrecipient Agreement is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance"). A copy of these regulations is available at the link provided herein for the Code of Federal Regulations. https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- 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 the County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

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

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

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

- 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 Agreement.
 - B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Agreement or the clients served herein, including providing any/all records requested by County related thereto.

C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Agreement, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

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:**

COUNTY OF NEVADA:

CONTRACTOR:

Nevada County
Department of Social Services
Attn: Tamaran Cook
950 Maidu Avenue
Nevada City, California 95959

Nevada-Sierra Connecting Point Public
Authority
Attn: Ann Guerra
208 Sutton Way
Grass Valley, California 95945

Phone: (530) 265-7160

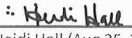
Phone: (530) 274-5601

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.

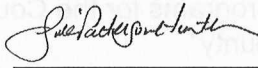
Executed as of the day first above stated:

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.


By:  Date: Aug 25, 2020
Heidi Hall (Aug 25, 2020 15:31 PDT)

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

By: 

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

CONTRACTOR: Nevada-Sierra Connecting Point Public Authority

By:  Date: Aug 14, 2020
Ann Guerra (Aug 14, 2020 09:23 PDT)

Name: Ann Guerra

* Title: Executive Director

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

Exhibits

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

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

Nevada-Sierra Connecting Point Public Authority, hereinafter referred to as "Contractor", shall provide employment services through their Employment Services program for CalWORKs participants through employability barrier removal programs, unpaid Work Experience (WEX), and Expanded Subsidized Employment (ESE) Programs for the County of Nevada, Department of Social Services, hereinafter referred to as "County".

Nevada County Department of Social Services is mandated to provide workforce development, training and support services for CalWORKs families and to assist families to overcome barriers to self-sufficiency. This contract will enhance the employment opportunities and further development of marketable job skills of CalWORKs recipients by increasing the availability of trainings and support systems through collaboratively working toward the common goal of reducing dependency on public assistance, developing jobs and creating a skilled workforce.

Program Overview

Contractor shall provide employment services to assist CalWORKs participants in building skills, connecting to supports, and gaining work experience in order to become self-sufficient. Connecting Point does this using an individualized, person-centered approach that focuses on setting and meeting short- and long-term personal and career goals.

The Employment Services program is career-focused. Through assessment, planning, and goal setting, Employment Services staff shall assist participants in maximizing their CalWORKs time and benefits in the pursuit of a sustainable career that fits their skills and interests. Employment Services encourages long-term planning in the pursuit of a lifetime of self-sufficiency.

Employment Services staff shall provide guidance and support to participants while also holding each person accountable for his or her own success in the program. Participants' plans shall be tailored to meet their specific goals and staff will assist each participant in breaking each goal down into achievable tasks. Participants will be expected to complete tasks on an ongoing basis in order to remain in the Employment Services program.

A team approach is used to provide each participant with intensive case management services. Each team member has a specific role, including assessment, career planning, training, navigation to community resources, assistance with and submission of Family Stabilization Program requests, and development of appropriate work sites. SOAR (SSI/SSDI Outreach, Access, and Recovery) referrals receive assistance throughout the SSI/SSDI application process with referral to legal assistance if needed (See below for more about specific roles). While each team member works with participants on setting and meeting goals, it is the individual participant's responsibility to continually move forward in their plan. Individual plans—which include barriers, long-term goals, short-term goals, and tasks—are tracked using project management software that can be accessed by the participant and each of the Employment Services team members. Employment Services participants will meet with the Career Counselor regularly in order to check in on career goals and tasks.

Staffing:

- **Executive Director**

Plans for and monitors achievement of program and budget objectives.

- **Program Manager**

Manages program delivery.

- **Communications Manager**

Designs print materials for program outreach and program activities.

- **Employment Skills Manager**

Supervises Employment Services staff. Creates MOUs (Memorandum of Understanding) with outside contractors. Creates reports for CalWORKs staff. Coordinates CalWORKs Connect activities.

- **Career Counselor**

Conducts initial assessment with individual CalWORKs participants; works with participants to identify their career goals and barriers to employment; assists participants in creating work plans in order to achieve career goals; provides ongoing support to assist participants in overcoming barriers, focusing primarily on behaviors and choices that work against these goals.

Develops relationships with businesses and non-profit organizations to cultivate worksites for Work Experience placements. Identifies and tracks trends in job growth, desired skills, and other workforce needs. Works in partnership with Employment Services staff and participants to match participants to worksites that help them meet their career goals. Provides coaching and support for participant success in their work experience positions.

- **Navigator**

Conducts OCAT, works with participants to identify action steps to address barriers to employment. Helps participants identify and connect to available community resources. . Identifies potential eligibility for Family Stabilization Program (FSP) and assists with FSP requests. Provides application assistance for SSI/SSDI applicants.

- **Training Coordinator**

Works with participants to identify and build upon existing skills. Develops curriculum and lesson plans for the Essential Life Skills classes. Provides Essential Life Skills training

- **Administrative Assistant**

Assists Employment Services staff with scheduling, data entry, filing, and training logistics.

- **Office Manager**

Manages all human resource functions for participants and program staff.

- **Bookkeeper**

Creates invoices and financial reports in support of the budget.

- **Receptionist/Office Assistant**

Receives and routes calls. Assists walk-in customers.

Program Components

Connecting Point Employment Services program includes the following key components:

CalWORKs Connect

Contractor's staff, in cooperation with CalWORKs staff, schedules one week per month of CalWORKs Connect which provides an introduction to the CalWORKs program and community services available to participants. Creates materials for participants, plans and purchases graduation lunch.

Appraisal

Online CalWORKs Appraisal Tool (OCAT) will be completed for each referral from the CalWORKs staff within 10 working days of the referral. Contractor's staff shall call and confirm each OCAT appointment in advance to remind the client of the appointment. If the client does not show for the appointment, Contractor shall try to reschedule the appointment before but if the appointment is not rescheduled, Contractor's staff shall notify CalWORKs staff. Upon completion of each OCAT interview, Contractor's staff will provide a list of recommendations for the client to connect with and this list shall also be shared with CalWORKs staff.

Assessment

The Employment Services Career Counselor shall conduct an assessment with each referred CalWORKs participant. Through the assessment process individuals shall identify their interests, long-term career goals, education, relevant work experience, strengths, weaknesses, and barriers to achieving their employment goals. In addition, the Contractor Staff shall work with credentialed professionals to conduct screening and diagnosis of learning disabilities for CalWORKs participants. The Career Counselor shall provide vocational education assessments for CalWORKs participants

The results of each assessment shall be shared with CalWORKs staff.

Counseling, Career Planning, & Goal Setting

Building upon the career goals identified in the initial assessment, participants shall work with the Career Counselor to create individualized plans outlining the steps necessary to reach their goals. The Career Counselor shall work with participants to ensure that their goals are realistic, attainable and in line with their personal skills and interests.

Each Employment Services participant shall also take part in structured career counseling sessions to assist them in identifying and overcoming personal challenges. The Career Counselor shall help participants to consider behaviors and choices that may work against their goals; provide advice and strategies to strengthen communication, coping, and decision-making skills; and support change that leads to greater stability in their professional and personal lives.

Education & Training

All Employment Services participants shall be required to participate in Essential Skills classes. Classes shall address "soft skills" such as boundaries, communication (verbal and nonverbal), critical thinking, decision-making, work etiquette, flexibility, personal hygiene, organization, problem solving, self-awareness, self-confidence, self-control, self-motivation, self-reflection, teamwork, and time management. Classes shall address different learning styles by providing

multi-modal lessons, using a combination of methods, including lecture, discussion, hands-on experience, and performance in small and large groups.

Employment Services shall also provide health and wellness classes to promote physical and emotional well-being. These may include classes on yoga, cooking, and stress management.

When necessary and feasible, classes will be provided online.

Vocational training shall be provided or recommended if the need for it is identified in career assessments.

Barrier Removal

Employment Services staff shall work closely with participants to address the barriers to employment identified during the OCAT and initial career assessment. The Navigator shall support participants in taking steps to overcome barriers and help participants identify and connect to available community resources.

Employment Services staff shall also provide participants access to legal assistance through partnerships with local legal services providers when available.

Employment Services shall monitor participants for potential learning disabilities. Employment Services shall work with credentialed professionals to conduct screening and diagnosis of learning disabilities.

Family Stabilization

Employment Services staff will facilitate behavioral health counseling by providing space, equipment and assistance as needed to access online counseling services at no cost to the participants.

The Employment Services program will contract with a LCSW (Licensed Clinical Social Worker) or MFT (Marriage and Family Therapist) to ensure streamlined access to mental health services by providing brief services to participants with referrals, if needed, to longer-term counseling services.

Job Preparation Fundamentals

The Employment Services program shall include training and support to improve participants' résumé writing, interviewing, and networking skills and shall provide resources and assistance for participant job search.

Work Experience

Employment Services participants shall be expected to gain work experience consistent with their career goals through participation in subsidized and unsubsidized employment.

Employment Services staff will assess the employability of each CalWORKs participant and the Career Counselor shall develop worksites to fit participants' skills, work experience, and interests.

Employment Services shall place at least 50% of active participants in either Work Experience Placements or Subsidized Employment Placements with local businesses and organizations.

The Career Counselor shall work closely with worksite supervisors to monitor and evaluate participant job performance and make changes and corrections as needed to ensure the position meets the needs and goals of the participant and the employer.

Contractor shall serve as the Employer of Record for subsidized work experience activities. This includes conducting all activities related to payroll, benefits, workers' compensation, , and sick leave requirements. Every subsidized employee shall meet with the Office Manager to complete initial paperwork, be assessed for employability, and attend the new hire orientation. Additionally:

- Contractor shall pay all wages and Worker's Compensation charges for the first three (3) to six (6) months of the SEP or ESE workplace assignment. Wages up to 40 hours per week shall be paid at an hourly rate of at least California's minimum wage rate and, if appropriate and approved by CalWORKs, be paid at the industry standard wage, not to exceed fourteen (14) dollars per hour, unless pre-approved by CalWORKs Program Manager.
- CalWORKs Program Manager's approval is needed to extend the SEP/ESE placement beyond the initial six months. Approval for extensions shall be given in three month increments up to a total of six additional months. The SEP Worksite Employer must agree to pay a Placement Fee for each month SEP is extended beyond the initial six months. Contractor shall remain the Employer of Record and shall be responsible for monthly invoicing of the SEP Worksite Employer for a Placement Fee equaling 50% of the monthly wages. Contractor shall make reasonable efforts to collect the placement fee, including invoicing and follow-up phone call(s) to employer. If the SEP Worksite Employer initially agreed to pay the Placement Fee but is later not willing to pay this fee, the SEP placement shall be ended, and the participant shall be assigned to another SEP worksite or another appropriate CalWORKs activity.

Workers' Compensation for WEX participants shall be provided by the California Department of Social Services.

Referral Process

- CalWORKs staff shall be responsible for referring eligible participants to the Contractor.
- Referral shall include information on participant's completed Welfare-to-Work (WTW) activities, skills and abilities, identified employment barriers, information on transportation and child care arrangements, employment goals, and hours of participation requirements.
- Upon receipt of a referral from CalWORKs, Contractor shall contact participant and schedule a first appointment.
- Contractor shall send each referred participant a contact letter and make a minimum of three attempts over 10 working days to contact each participant by phone and/or mail and document efforts in case file.
- If after three unsuccessful attempts in 10 working days, Contractor shall notify CalWORKs that efforts have been unsuccessful.
- Contractor shall notify CalWORKs when contact with a participant is established and the process of Assessment has begun.
- County will facilitate access to C-IV.

Contractor Responsibilities:

Contractor shall:

- Provide and maintain adequate staff and administrative capabilities to carry out its duties under this contract.
- Secure appropriate office, training, and classroom space. Lease costs, utilities, necessary tenant improvements, training materials and supplies, computers, software and furnishings shall be the responsibility of the Contractor.
- Provide adequate staff development training and technical assistance to carry out its duties under this contract. Adequate attention shall be given to customer service satisfaction.
- Host and coordinate CalWORKs Connect monthly. This includes providing adequate meeting space, organizing and providing materials, including a graduation lunch for participants.
- Conduct OCAT assessments with referred persons
- Maintain Program Guidelines detailing the policies and procedures related to providing the services related to this contract including the progression of participant participation in Barrier Removal and Work Experience program activities.
- Communicate any participant job performance issues to CalWORKs as soon as possible, but within no more than five (5) working days and shall also document performance issues on the monthly progress report.
- Provide Family Stabilization support and functions for participants, as appropriate.
- Unless the participant's behavior warrants immediate dismissal, as outlined in Contractor's Program Guidelines, it is expected that participant performance issues be resolved by Contractor. If a performance issue cannot be successfully resolved, within five (5) days of Contractor's last attempt to resolve the issue, Contractor shall request a case consultation with CalWORKs staff to request assistance in resolving the issue. All case consultation shall include the participant whenever appropriate and feasible. A corrective action plan shall be developed between Contractor, CalWORKs and the participant to address performance issues, unless CalWORKs makes the decision to reassign the participant to another WTW activity. If a participant is terminated from the Employment service program, he or she shall remain eligible to rejoin the program at a later time.
- Monitor and track job readiness activities and timeframe (2 consecutive weeks or 6 weeks total) and provide a summary of job readiness accomplishments and a copy of each client's résumé at the conclusion of the job readiness phase of the program.
- Provide monthly progress reports on each CalWORKs participant, by the 15th of the month following the report month.
- Provide weekly attendance reports to the County for on-site and off-site participants.
- Submit Annual Report by June 1, 2021 to the CalWORKs Program Manager. Report shall include, at a minimum: the number of participants served; number and type of services delivered; programmatic and client challenges; and client outcomes such as GED completions, employment, future plans, etc. Reporting period shall be July 1, 2020 – April 30, 2021.
- Provide participant orientation to the training site policies and procedures, working conditions, appropriate dress and training site responsibilities.

- Cooperate with monitoring and evaluations conducted by the County.
- Collaborate with County CalWORKs Program Manager or his/her designee to provide continuity of information and services to clients.
- Provide California Voter Registration forms for all CalWORKs participants.
- Provide County with client information and financial information related to this Agreement, including a monthly list of WEX/SEP/ESE clients as requested and needed by appropriate County Staff and as permitted by applicable law.
- Assurance of Compliance with Confidentiality – See Attachment 1
- Assurance of Compliance with Non-Discrimination- Civil Rights. Contractor agrees that he/she shall provide a report to Nevada County Department of Social Services within 60 days of contract initiation as to how and when the Civil Rights training was provided to all persons performing services under Contractor's Agreement with the County of Nevada.
- Displacement provisions, as outlined below, shall be adhered to at all times:

Manual of Policies and Procedures Section 42-720: NONDISPLACEMENT PROTECTION IN WORK ACTIVITIES. A program position may not be created as a result of, or may not result in, any of the following:

Displacement Provisions

Except as specified in Section 42-720.3, an education, employment, or training program position specified in Sections 42-716.31(a) through (i), or under any county pilot project, may not be created as a result of, or may not result in, any of the following:

Displacement or partial displacement of current employees including, but not limited to, a reduction in hours of non-overtime and overtime work, wages, or employment benefits.

The filling of positions that would be promotional opportunities for current employees, unless such promotions are routinely filled through an open process in which recipients are provided an opportunity to compete for the job.

The filling of a position prior to compliance with applicable personnel procedures or provisions of collective bargaining agreements.

The filling of established unfilled public agency positions, unless the positions are unfunded in a public agency budget.

The filling of a position created by termination, layoff, or reduction in workforce, caused by the employer's intent to fill the position with a subsidized position.

A strike, lockout, or other bona fide labor dispute, or violation of any existing collective bargaining agreement between employees and employers.

The filling of a work assignment customarily performed by a worker in a job classification covered by a collective bargaining agreement in that specific worksite, or the filling of a work assignment in any bargaining unit in which funded positions are vacant or in which regular employees are on layoff.

The termination of a contract for services, before its expiration date, that displaces or partially displaces workers performing contracted services and which is caused by the employer's intent to fill the vacancy with a subsidized welfare-to-work participant.

The denial to a participant or employee of protections provided other workers on the worksite under state and federal workplace health, safety, and representation laws.

Notification of labor unions and non-union employees of the use of CalWORKs recipients

The County Welfare Department (CWD) shall notify or ensure that an employment or training provider notifies:

The appropriate labor union of the use of a CalWORKs recipient assigned to a welfare-to-work employment or training activity described in Section 42-716.31 or any position created under a county pilot project, in any location or work activity controlled by an employer and covered by a collective bargaining agreement between the employer and a union; or

Non-union employees of the use of CalWORKs Welfare-to-Work participants and the availability of the grievance process described in Section 42-720.4. (a) Display of a poster shall satisfy this requirement. The poster required by Section 42-720.312(a) shall not identify any welfare-to-work participant

Social Security Act 42 use § 607 (f)

(f) Non-displacement in Work Activities.

(1) In general.—Subject to paragraph (2), an adult in a family receiving assistance under a State program funded under this part attributable to funds provided by the Federal Government may fill a vacant employment position in order to engage in a work activity described in subsection (d)*.

(2) No filling of certain vacancies.—No adult in a work activity described in subsection (d)* which is funded, in whole or in part, by funds provided by the Federal Government shall be employed or assigned—

(A) when any other individual is on layoff from the same or any substantially equivalent job; or

(B) if the employer has terminated employment of any regular employee or otherwise caused an involuntary reduction of its workforce in order to fill the vacancy so created with an adult described in paragraph (1).

(3) Grievance procedure.—A State with a program funded under this part shall establish and maintain a grievance procedure for resolving complaints of alleged violations of paragraph

(4) No preemption. —Nothing in this subsection shall preempt or supersede any provision of State or local law that provides greater protection for employees from displacement.

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 Polices.

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 authorizes 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
CalWORKs Welfare to Work Program Department of Social Services 988 McCourtney Road Grass Valley, CA 95949	Privacy Officer Health and Human Services Agency 950 Maidu Avenue Nevada City, CA 95959
Point of Contact: Tamaran Cook	Point of Contact: Angela Masker
Email: tamaran.cook@co.nevada.ca.us	Email: privacy.officer@co.nevada.ca.us
Phone: 530-265-7160	Phone: 530-265-1740

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.

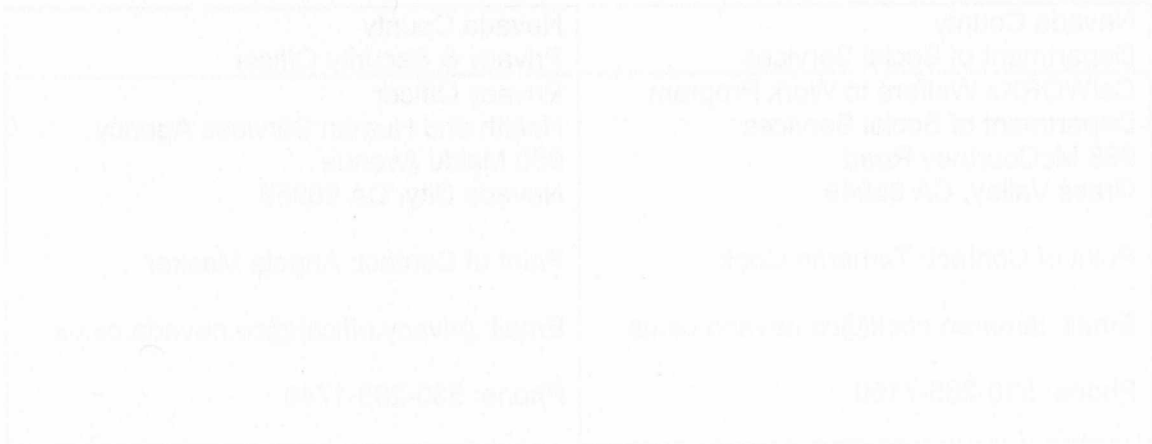


EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
NEVADA- SIERRA CONNECTING POINT
PUBLIC AUTHORITY

County agrees to reimburse Contractor for satisfactory delivery of services pursuant to this Agreement, a maximum amount not to exceed \$1,422,511 for the contract term of July 1, 2020 through June 30, 2021. Of this total, \$772,511 will be designated for administrative and program activity costs; and \$650,000 will be designated to fund SEP/ESE participant wages and payroll taxes.

To accommodate programmatic cash flow needs commencing as of July 1, 2020 up to \$40,000 monthly shall be advanced to the Contractor for the remainder of the contract term. Contractor shall submit an invoice by the 15th of the month requesting the next month's advance and providing a record of the previous month's actual expenses. The amount of the advance will be adjusted monthly as per the over or under expenditure of funds already advanced.

Categorical funding may be amended by written permission of the Director of Social Services. Any amendments will maintain the integrity and purpose of the program under this Contract and will be in the best interest of the program.

BILLING AND PAYMENT PROCESS:

Contractor Responsibilities:

- Participants shall complete and sign the time reports on a monthly basis. The time reports must be signed by the WEX and SEP worksite Supervisor and submitted to the Contractor by the 10th of the following month.
- Within 5 days of receipt of the time records, Contractor will process time reports for all SEP participants. Along with a monthly report of worksite location, dates worked, and hours worked,
- Contractor will send the County a monthly invoice which details the total wage costs: wages and benefits, placement fees collected and used for wages, and the amount to be paid by the County for each participant.
- During the initial development of the SEP worksite agreement with the employer, Contractor shall certify and confirm that the third party's contribution (placement fees) supporting SEP participant wages will not be funded through federal funds or through funds that are used or will be used to satisfy a cost-sharing or matching requirement of another federal program, and are not any type of an in-kind contribution.
- Submit monthly invoices for actual administrative costs incurred under the WEX and SEP programs. Invoices will detail operating expenses and staffing costs to include staff hours worked, salary, benefits, and payroll taxes.
- To expedite payment, Contractor shall reference on their invoice the County Resolution Number, which has been assigned to their approved Contract.

County Responsibilities:

- County shall review the monthly invoice and notify the Contractor within fifteen (15) working days if an individual item or group of costs is being questioned. Contractor has the option of

delaying the entire claim pending resolution of the cost(s).

- Payments of approved invoices shall be made within thirty (30) days of receipt of a complete, correct, and approved billing.
- County will claim AB 98 funds to offset SEP program costs and claim AB 74 funds to offset ESE program costs.

FY 2020/21 Budget:

EXPENSES	Total
SALARIES	
Executive Director .15FTE	11,414
Program Manager .42 FTE	13,214
Communications Manager .3 FTE	23,678
Office Manager .2 FTE	30,043
Employment Skills Manager 1.0 FTE	66,270
Career Counselor 1.0 FTE	57,503
Navigator 2.0 FTE	104,438
Training Coordinator .75.0 FTE	51,576
Administrative Assistant .5 FTE	16,862
Office Assistant .8	27,620
Bookkeeper .23 FTE	14,014
IT Network Admin	9,900
Total Salaries:	426,532
BENEFITS & TAXES	
Employee Benefits	140,755
Employee Taxes	37,961
Total Benefits & Taxes:	178,716
PARTICIPANT WAGES	
Participant Wages	643,564
Participant Taxes	6,436
Total Participant Wages:	650,000
TRAVEL/TRAINING	
Mileage	100
Travel and Meal Expense	2,000
Conference and Training	4,000
Total Travel & Training:	6,100
VEHICLE EXPENSES	
Vehicle Fuel	1,230
Vehicle Maintenance	1,000
Total Vehicle Expenses:	2,230
AUTO LIABILITY & WORKERS COMP INS	
31,800	
OFFICE EXPENSES	
Occupancy	48,540

Utilities and Maintenance	14,345
Security System	146
Copier (including maintenance)	2,470
Equipment, Furniture	1,200
Communications	7,014
Postage	600
Office Supplies	20,409
Staff recruitment	0
Printing	1,200
Leaseholder Improvements	200
Publications, DVD, and subscriptions	4,602
Reasonable Accommodation	100
Total Office Expenses:	100,826
PROFESSIONAL SERVICES	
Legal Services	1,500
Payroll and Bookkeeping Services	7,000
Bank/County Auditor Charges	1,000
Annual Audit	4,310
Website	420
Consultants (including Rush Personnel)	5,000
Total Professional Services:	19,230
Subtotal	1,415,534
Indirect Overhead Expense	7,077
Total Projected Expenses:	1,422,511

Unless otherwise agreed to by County, all payments owed by County to Contractor under this Agreement shall be made by Automated Clearing House (ACH). In the event County is unable to release payment by ACH the Contractor agrees to accept payment by County warrant.

CONTINGENCY

Contract maximum is contingent and dependent upon the County’s annual receipt of anticipated State/Federal Funds for contract services. Services performed shall be in accordance with CalWORKs funding sources guidelines.

SEP and ESE program assignments are contingent upon the availability of Federal and State funds. When funding expires or otherwise ends, the subsidy shall end; the SEP and/or ESE positions will terminate or be evaluated for conversion to an unpaid WEX assignment.

Any and all furniture, computer equipment, furnishings, assets, etc. purchased with funds under this Agreement shall remain the property of the County.

Contractor shall submit monthly invoices for services by the 20th of the month following the month of service. Reports shall be due by the 15th of the month following the month of service

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. **(Note – required only if auto is used in performance of work, submit waiver to Risk for approval to waive this requirement)**
- (iii) **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. **(Not required if contractor provides written verification it has no employees).**
 - i. .

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

Other Insurance Provisions:

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

- (i) **Additional Insured Status: The County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
- (ii) **Primary Coverage** For any claims related to this contract, the **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (iii) **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.

- (iv) **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- (v) **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
- (vi) **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. **(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)**
- (vii) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (viii) **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: **(note – should be applicable only to professional liability)**
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.
- (ix) **Verification of Coverage** Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- (x) **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- (xi) **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (xii) **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies,

if approved by the County as noted above. In no cases shall the types of policies be different.

- (xiii) **Premium Payments** The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- (xiv) **Material Breach** Failure of the Contractor to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.
- (xv) **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

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

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

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

SUMMARY OF CONTRACT

NEVADA-SIERRA CONNECTING POINT PUBLIC AUTHORITY

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

Provision of services related to the administration of employment services for CalWORKs participants through employability barrier removal programs, unpaid Work Experience (WEX), and Expanded Subsidized Employment (ESE) Program.

SUMMARY OF MATERIAL TERMS

Maximum Annual Contract Price: \$1,422,511
Contract Beginning Date: 07/01/2020 Contract Termination Date: 06/30/2021
Liquidated Damages: N/A

INSURANCE POLICIES

Designate all required policies: Req'd

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

LICENSES AND PREVAILING WAGES

Designate all required licenses:
N/A

NOTICE & IDENTIFICATION

Contractor: Nevada-Sierra Connecting Point **County of Nevada:**
Public Authority 950 Maidu Avenue
208 Sutton Way Nevada City, California 95959
Grass Valley, California 95945

Contact Person: Ann Guerra Contact Person: Tamaran Cook
(530) 274-5601 (530) 265-7160
e-mail: annng@ns-pa.org e-mail: Tamaran.Cook@co.nevada.ca.us

Contractor is a: (check all that apply)

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

EDD: Independent Contractor Worksheet Required: Yes X No

ATTACHMENTS

Designate all required attachments: Req'd

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