

PERSONAL SERVICES CONTRACT

Health and Human Services Agency
County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

WELCOME HOME VETS, INC.

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

(§1) **Securing of psychotherapy services for the veteran population of Nevada County.**

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** \$ 40,000
(§3) **Contract Beginning Date:** 07/01/2018 **Contract Termination Date:** 06/30/2019
(§4) **Liquidated Damages:** N/A

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§6)	Commercial General Liability (\$1,000,000)	<u>X</u>	<u> </u>
(§7)	Automobile Liability	<u>X</u>	<u> </u>
	(\$ 300,000) Personal Auto <u> </u> (\$1,000,000) Business Rated <u>X</u>		
	(\$1,000,000) Commercial Policy <u> </u>		
(§8)	Workers' Compensation	<u> </u>	<u>X</u>
(§9)	Errors and Omissions (\$1,000,000)	<u> </u>	<u>X</u>

LICENSES

Designate all required licenses:

(§14) N/A

NOTICE & IDENTIFICATION

(§33) **Contractor: Welcome Home Vets, Inc.**
P.O. Box 189
Grass Valley, California 95945
Contact Person: Ron Kapper
Phone: (530) 272-3300
E-mail: info@WelcomeHomeVets.org

County of Nevada:
950 Maidu Avenue
Nevada City, California 95959
Contact Person: Tex Ritter
Phone: (530) 265-7077
E-mail: Tex.Ritter@co.nevada.ca.us

Funding: 1589-50501-496-1000/521520
CFDA No.: N/A
CFDA Agreement No.: N/A

Contractor is a: (check all that apply)

Corporation: X Calif. Other LLC X Non-profit
Partnership: Calif. Other LLP Limited
Person: Individ. Dba Ass'n Other

EDD: Independent Contractor Worksheet Required: Yes X No

ATTACHMENTS

Designate all required attachments:

	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	<u>X</u>	<u> </u>
Exhibit B: Schedule of Charges and Payments (Paid by County)	<u>X</u>	<u> </u>
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	<u> </u>	<u>X</u>
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	<u>X</u>	<u> </u>
Exhibit E: Uniform Administrative Requirements (CFDA-Funded)	<u> </u>	<u>X</u>

Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. Scope of Services:

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. Charges and Payments:

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt of said invoice unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), of this Contract. If a Catalog of Federal Domestic Assistance ("CFDA") number is designated at §33, page one (1), of this Contract, then all components of compensation billed to County shall be calculated in accordance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapter I, Chapter II, Part 200, et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance").

Time for Performance

3. Contract Term:

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), of this contract. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), of this Contract.

4. Liquidated Damages:

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. Time of the Essence:

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. Commercial General Liability Insurance: (County Resolution Nos. 90-674, 02-439)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and non-contributory, that other insurance maintained by the County of Nevada shall be excess only and that neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance available to County;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90-676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and non-contributory, that other insurance maintained by the County of Nevada shall be excess only and that neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance available to County;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Workers' Compensation: (County Resolution No. 90-674)

If §8 at page one (1) hereof shall indicate a **Workers' Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County. The Workers' Compensation insurer shall agree to waive all rights of subrogation against the County, its agents, officers, employees, and volunteers for losses arising from work performed by Contractor for the County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for workers' compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution Nos. 90-674, 90-675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then

Contractor shall carry prior acts coverage. The following additional conditions apply to "claims made" coverage: In order for the acts and omissions of Contractor and all its agents during the term of this Agreement to be "continually covered" there must be insurance coverage for the entire contract period commencing on the effective date of this Agreement and ending on the date that is three (3) years beyond the final date this Agreement is effective, including any extensions or renewals of this Agreement. Contractor acknowledges that the provision of this Section may necessitate the purchase of "tail insurance" if coverage lapses. The requirement to maintain tail insurance shall survive termination of this Agreement.

Insurance afforded by the additional insured endorsement shall apply as primary and non-contributory insurance, and neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance maintained by County, its officers, agents and/or employees. Any insurance or self-insurance maintained by County, its officers, agents and/or employees shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); 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. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor agrees neither its agents nor employees have any rights, entitlement or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against any such claim by its agents or employees.

13. 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 nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Unless otherwise agreed in writing by the County's Risk Manager, Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, in the same amounts and subject to the same terms as are required of Contractor under this Contract, unless otherwise provided by County's Risk Manager. Said insurance shall include all upstream parties (including the Contractor and the County) as additional insureds using a Blanket Additional Insured Endorsement (ISO form number CG 20 38 04 13) or coverage at least as broad. Contractor shall verify that all subcontractors provide a policy endorsement in compliance with this Paragraph and shall provide a copy of the same to County at least ten (10) working days prior to commencement of any work by subcontractor. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee, or to timely provide County with a copy of the required policy endorsement, 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 Contract, or both.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so 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 Contract, or both.

Public Contracts

15. 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.

16. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§ 1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§ 200 et seq., relating to apprenticeship. 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. A copy of the relevant prevailing wage as defined in Labor Code §1770 et seq. is on file with the Department of Transportation, County of Nevada, 950 Maidu Avenue, Nevada City, California 95959. Copies will be provided upon request.

17. Accessibility (County Resolution No. 00190):

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 in compliance with the provisions of the Americans with Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

18. Nondiscriminatory Employment:

In providing Services hereunder, Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and shall not discriminate against any employee, or applicant for employment or client because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, political affiliation, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

If applicable, Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

19. Drug-Free Workplace:

Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any

property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.

20. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

21. Conflict of Interest:

Contractor shall not cause, use or allow any payments, funds or proceeds derived from this Contract to be used, either directly or indirectly, for salary, wages or benefits, for any of its officers, directors, or shareholders. Contractor shall not cause, use nor allow any payments, funds or proceeds derived from this Contract to be used, either directly or indirectly, for salary, wages or benefits for any of its agents, servants, or employees, except those expressly specified in Exhibit "B".

Contractor further certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who performs any function or responsibilities in connection with this contract shall have any personal financial interest or benefit that either directly or indirectly arises from this contract. Contractor shall establish safeguards to prohibit its employees or its officers from using their position for the purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business or other ties.

22. Political Activities:

Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.

23. Cost Disclosure:

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

Default and Termination

24. Termination:

a. A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law, 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) days written notice** to Contractor.

c. County, upon giving **seven (7) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract if the County, the Federal Government 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.

d. 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 certified mail in conformity with the notice provisions. 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.

e. Any notice to be provided under this section may be given by the County Executive Officer or Designee or Agency Director.

25. 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.

Miscellaneous

26. Financial, Statistical and Contract-Related Records:

a. **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.

b. **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.

c. **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.

27. Non-Profit Provisions:

If Contractor is registered as a non-profit corporation, Contractor shall comply with the following requirements of this section:

a. Reporting Requirements:

Contractor shall submit a report to County no later than thirty (30) days after the aforesaid Contract Termination Date, which report shall identify the status of each service which

was provided as described in **Exhibit "A"** (Schedule of Services), and detail all amounts expended as set forth in **Exhibit "B"** (Schedule of Charges and Payments), or otherwise. This report is subject to audit by the Nevada County Auditor/Controller.

b. Supplemental Audit Provisions:

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

(ii) Non-profit Contractors whose contract with the County includes services that will be reimbursed, partially or in full, with Federal funds are also governed by the OMB Super Circular and are required to have a single or program-specific audit conducted if the Contractor has expended \$500,000 or more in Federal awards made on or before December 26, 2014, or \$750,000 or more in Federal awards made after December 26, 2014, during Contractor's fiscal year. Any Contractor who is required to complete an annual Single Audit must submit a copy of their annual audit report and audit findings to County at the address listed in "Notice & Identification" §33 on page one (1) of the executed contract within the earlier of thirty (30) days after the Contractor's receipt of the auditor's report or nine (9) months following the end of the Contractor's fiscal year.

28. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefore, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

29. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

30. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

31. Compliance with Applicable Laws:

The 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. If a CFDA number is designated at §33, page one (1), of this Contract then the applicable CFDA funding agreement requires that this Contract shall also be governed by and construed in accordance with all applicable laws, regulations and contractual obligations set forth in the applicable CFDA funding agreement. Contractor shall comply with all terms and conditions of the applicable CFDA funding agreement and all other applicable Federal, state and local laws, regulations, and policies governing the funding for this Contract. A full copy of the applicable CFDA funding agreement is available for review at the Health and Human Services Agency Administration Office.

32. 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.

33. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at "Notice & Identification" §33 page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §33 of page one (1) of this Contract. Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

34. 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.

CONTRACTOR:

COUNTY OF NEVADA:

Ron Kapper
Executive Director

Edward Scofield
Chair, Board of Supervisors

Dated: _____

Dated: _____

Attest: _____
Julie Patterson-Hunter
Clerk of the Board of Supervisors

EXHIBIT “A”
SCHEDULE OF SERVICES
Welcome Home Vets, Inc.

Welcome Home Vets, Inc., hereinafter referred to as “Contractor”, agrees to provide services for the rewarding of a Prop 63 funded project for the County of Nevada, Department of Social Services’ Veterans Services Office, hereinafter referred to as “County”.

The Contractor shall build on the work accomplished with previous years of MHSA funding, which began in FFY 13-14, to connect Veterans to behavioral health supports and other needed services within the community. Funding through Prop 63 was not granted in FYY 17-18. However, Contractor has been continuing to provide outreach to Veterans and their family members through the use of volunteer efforts. Contractor will manage the Veterans Outreach and Referral Program to:

- Identify additional Veterans that may need mental health support in Nevada County
- Increase and sustain collaboration among non-profits and government agencies serving Veterans
- Continue a peer model support system
- Continue services to all locations in Nevada County

Continued special emphasis will be placed on reaching the newly discharged services members who have served in Iraq and Afghanistan, and National Guard and Reserve service members that have been deployed.

Program Statement:

According to the 2016 VetPop data, there are 8,337 Veterans residing in rural Nevada County, of whom 11% are Gulf War Veterans, 54% are Korean / Vietnam era Veterans, 12% are World War II Veterans, and 23% are considered as Peacetime Veterans. Access to mental health services is critical for the overall health of our Veterans, with early intervention being extremely beneficial. Post-Traumatic Stress Disorder (PTSD) and other invisible wounds can effect a Veteran’s readjustment in many ways – impairing mental and physical health and well-being, compounding the challenges of obtaining employment and housing, and providing for basic needs.

Tragically, many Veterans show signs of trouble but are not referred to services. They are seen in courts, jails, emergency rooms, employment services, and housing or homeless services. To reach these Veterans, there is merit in a strategy of expanding the reach of treatment, to include greater engagement, understanding the reasons for negative perceptions of mental health care, and “meeting Veterans where they are”. (Wounded Warrior Project, Statement for the Record to the US Senate, March 20, 2013). Mental health care needs to be easily available and provided in an environment that is welcoming and supportive to the Veteran.

The majority of Nevada County residents live 60-90 miles from the closest VA Medical Center. A small VA outpatient clinic in Auburn, CA is located 30 miles from the County Veterans Service Office, and is the location where a majority of our Veterans are seen primary care. Additionally, this facility only a staffs a psychologist and receiving consistent, timely care is

difficult. The VA Medical Center that the Auburn outpatient clinic is associated with is located in Reno, NV which is 90 miles away, and traveling during the winter months creates additional issues due to chain controls or road closures. With 8,337 Veterans in Nevada County, many are likely to connect to at least one community organization or agency. A Veteran seen by one organization but not referred to other agencies that could support the Veteran's mental health and overall well-being is detrimental to providing the care they need.

Veterans are most likely to seek mental health support if there is peer support. Peers provide a bridge to services and help ease Service Members, Veterans, and their Families transition to their communities. Those with military experience and experience with recovery from trauma, mental health, or addiction issues offer valuable knowledge and skills to assist others.

Scope of Services

Contractor shall manage the Veterans Outreach and Referral Program (VORP). County acknowledges that Contractor shall subcontract for Veterans Outreach services. Under this agreement, Contractor shall perform outreach activities to identify Veterans that may need mental health support, collaborate with non-profits and government agencies serving Veterans, continue coordination of a peer model support system, and continue services to all locations in Nevada County.

Project Activities

Veterans Outreach services shall continue to be primarily organized and implemented by a sub-contracted position, the Veterans Outreach Coordinator. Contractor shall contract for approximately 20 hours per week for this Coordinator to work with collaborative partners to continue the successful implementation of past outreach and referral projects:

- 1) Maintain collaborative relationships with non-profits and governmental agencies serving Veterans.
 - Maintain the Veterans Resource Center within Sierra College – Grass Valley Campus. Continue to be available at least one day a week to provide referrals and support. Maintain the volunteer program which includes student Veterans and those in a work-study program.
 - Continue working towards establishing a Veterans Resource Center at the Sierra College – Truckee Campus.
 - Continue to work with Nevada County 211 to update the current comprehensive Veteran's resource guide created by the Veterans Outreach Coordinator.
 - Continue to work with the Nevada County Court Administrator to identify Veterans who are in the court system and to connect these Veterans with outreach and resource programs.
 - Maintain relationships with Sierra Nevada Memorial Hospital and Tahoe Forest Hospital to identify Veterans who may need referrals to outreach and resource programs.

- Participate in ride-alongs with meal delivery and nurse outreach programs to reach out to homebound seniors who may be Veterans.
 - Establish relationships with local media outlets to publicize programs available to Veterans.
 - Maintain relationships with non-profits and programs serving Veterans in Nevada County. Annually host a collaborative forum with these same agencies.
 - Maintain the peer counseling program.
 - Develop and implement a sustainability plan with collaborative partners to include Veteran volunteers, partner roles and responsibilities.
- 2) Develop and disseminate information about the Nevada County Veterans Outreach and Resource Program to Veterans and the community.
- Develop outreach materials describing behavioral health options available to Nevada County Veterans.
 - Create and launch a media campaign focused on behavioral health options available to Nevada County Veterans.
 - Connect with partners, including but not limited to social workers, nurses, defense attorneys and public defenders, jail, hospitals and emergency rooms, senior services, one-stop and homeless services, and regional colleges, to identify Veterans, provide support and encourage entrance into mental health treatment and solve individual problems of access such as transportation and funds.
 - Maintain the Veterans Resource Center in the Sierra College satellite campuses in Grass Valley and Truckee.
 - Recruit volunteers and develop a peer outreach approach to gain confidence of the Veteran population, provide opportunity to introduce vets to services available, especially mental health services, and engage with the Veterans in solving individual problems of access such as transportation and funds.
 - Create and/or collaborate with agencies providing educational workshops to increase awareness of mental health and substance abuse issues.
- 3) Maintain existing relationships and establish new working relationships with Veterans and their families.
- Meet with and provide support for Veterans at Sierra College Grass Valley campus Veterans Resource Center. Identify their needs and make referrals as appropriate.
 - Maintain a volunteer program at Sierra College Grass Valley Campus to include student Veterans and /or students in the work-study program.
 - Meet with Veterans who are in the court system and help them understand the resources available to them.
 - Meet with Veterans in the hospital or emergency room who are identified by hospital or crisis workers as needing support.
 - Participate in ride-alongs with meal delivery and nurse outreach programs for homebound seniors and identify unmet needs of Veterans thus encountered.

- Maintain collaborative relationship with the SPIRIT Empowerment Center, a peer counseling program.
 - Continue using screening tools to identify substance abuse and mental health issues and develop a plan of action for referring Veterans to appropriate treatment services and support.
- 4) Additionally, the following objectives shall be implemented to expand services to Eastern Nevada County:
- Work towards establishing a Veterans Resource Center within the Sierra College Truckee Campus. Develop relationships with Veterans attending Sierra College in Truckee and be available on campus twice monthly to provide referrals and support. Identify and/or develop educational and networking events for Veterans on campus with collaborative partners. Establish a volunteer program to include the student Veterans and/or students in the work-study program.
 - Develop relationships with Veterans in Truckee and be on site twice monthly to provide referrals and support and refer Veterans to events at the Sierra College Truckee Campus.
 - Represent Veterans at the monthly Tahoe Truckee Community Collaborative, a collaborative 40+ non-profits and public agencies in the Truckee Tahoe region.
 - Develop relationships with social workers, nurses and chaplains at Tahoe Forest Health System to identify who may be in need of mental health and/or additional veteran's services and establish a referral system to connect these Veterans to the Nevada County Veterans Outreach and Resource Program and its partners.
 - Participate in ride-alongs with meal delivery and nurse outreach programs for homebound seniors in Eastern Nevada County to reach out to older Veterans in very rural areas and establish a referral system to connect these Veterans to the Nevada County Veterans Outreach and Resource Program and its partners.
 - Identify and reach out to media outlets to publicize program and increase awareness of available programs by Veterans who are not identified in the above cohorts. Publish at least two articles a year in Eastern Nevada County newspapers and/or newsletters.
 - Provide peer support program.
- 5) Complete tasks required for maintaining continuity of service provision. A monthly log shall be forwarded to the Nevada County Veterans Services Office (VSO) that records the:
- Number of unduplicated Veterans contacted to include: demographics, outcome of visits, provision for ongoing services, and specific service referrals made –such as mental health, substance abuse treatment, housing, legal, and/or employment.
 - Requests from other agencies for outreach visits.
 - Number of collaborative and partner meetings coordinated.
 - Number of educational workshops and presentations organized and/or referred to.
 - Development, dissemination, and evaluation of the annual partner satisfaction questionnaire.

- Summary of peer counseling research conducted and meetings held with peer counseling agencies such as Spirit Empowerment Center staff.

Project Goals

Contractor shall provide outreach regarding available mental health and substance abuse treatment services to 300 Veterans annually. Of these Veterans, approximately 30 shall be informally or formally referred to mental health services and/or substance abuse treatment. The Contractor shall additionally meet with 10 collaborative agencies annually to address gaps and coordinate systems change in the outreach and referral process among agencies and non-profits in Nevada County.

Contractor shall work with each partner agency to establish a referral system to connect Veterans to the Nevada County Veterans Outreach and Resource Program and its partners. By working with the partners, deep relationships and agreements will be established, and Veterans shall have access and receive referrals through a variety of agencies, non-profits and organizations.

Contractor shall research and identify various peer counseling models that are appropriate for the veteran community. Contractor will work with the Spirit Empowerment Center and other local peer counseling programs to learn the model(s) used there.

Project Data Collection

Contractor shall collect County required data to be used in the preparation of quarterly progress reports. The completed quarterly progress reports shall be reviewed by the Nevada County Veteran Services Officer (CVSO) who shall be responsible for submitting project data to CalVet.

Quarterly review of the performance metrics by VSO and VORP staff shall provide concrete evidence of the success of the program. This performance review shall also show gaps in service delivery wherein behavioral health disparities of the Veterans served can affect how the project is seen to be performing. The quarterly report issued to CalVet shall include a narrative related to the Performance Assessment and Data, if needed, describing any issues affecting the metrics.

Additional Contractor Responsibilities:

- Contractor shall, at all times, maintain communication and coordination with the CVSO and/or his/her designee and meet with the CVSO and/or his/her designee as needed regarding service provision or for problem solving discussions.
- Contractor shall cooperate with the County for the purposes of providing statistical information regarding client-based data collection and outcomes relating to services rendered under this Agreement.
- Contractor shall provide certification that confidentiality and civil rights/non-discrimination training was provided to all contract staff within 60 days of contract initiation.

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
Welcome Home Vets, Inc.

The County shall pay to the Contractor for satisfactory performance of services as described in Exhibit "A", a maximum not to exceed \$40,000 for the contract term of July 1, 2018 through June 30, 2019.

County shall reimburse Contractor for services as provided below:

County of Nevada Veteran Services Office Budget Form				
A. Personnel				
Position	Hourly Wage	Hrs/Mo Spent on Program	Mo/Yr Spent on Program	Cost
			Total	\$None
B. Fringe Benefits				
Component	Rate	Annual Wage	Cost	
			Total	\$None
C. Travel				
Location	Purpose	Rate (Mileage Only)	Cost	
All areas of Nevada County and Sacramento	Outreach to veterans and collaboration with partner agencies	300 miles per month x 12 at .545		\$1,962
			Total	\$1,962
D. Supplies				
Items	Rate (Cost x Months)			Cost
Outreach Materials	\$.55 x 14669			\$8,068
				Total
				\$8,068
E. Contracting				
Name	Service	Rate (Cost/Individual x Individual x Days)	Cost	
Veterans Outreach Coordinator	Outreach, coordinate events and referral services to veterans	Volunteer		\$0
Therapist	Psychotherapy	\$90 hr. x 333 hrs		\$29,970
			Total	\$29,970
F. Other				
Item	Rate			Cost
				Total
				\$None

Totals			
Section A: Personnel	None	Section D: Supplies	\$8,068
Section B: Fringe Benefits	None	Section E: Contracting	\$29,970
Section C: Travel	\$1,962	Section F: Other	None
		Total Requesting	\$40,000

CONTINGENCY:

The maximum obligation of this Contract is contingent and dependent upon final approval of the CalVet MHSA budget and the County's receipt of anticipated allocations to support the services covered under this Agreement.

BILLING AND PAYMENT:

Contractor shall submit invoices by the 15th of each month following the month services were provided. Contractor shall designate on monthly invoice specific services being billed, number of hours and appropriate rate. To expedite payment, Contractor shall reference on their invoice the County Purchase Order, which has been assigned to their approved Contract. Contractor agrees to be responsible for the validity of all invoices.

Invoices shall be submitted to:

Nevada County Health and Human Services Agency
 Department of Social Services
 Attn: Fiscal Staff
 PO Box 1210
 Nevada City, CA 95959-1210

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 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 billing.

EXHIBIT “D”

**SCHEDULE OF HIPAA PROVISIONS
FOR COVERED ENTITY CONTRACTORS**

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

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

Contractor agrees to:

1. Use or disclose Protected Health Information (PHI) obtained from the County only for purposes of providing diagnostic or treatment services to patients.
2. Develop and maintain a written information privacy and security program that includes the designation of Privacy and Security Officer and establishes and maintains appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this 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.
3. 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.
4. 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 contract; 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.
5. Take prompt corrective action in the event of any security incident or any unauthorized use or disclosure of Protected Health Information to cure any such deficiencies and to take any action required by applicable federal and state laws and regulations.

6. Report to County any security incident or any unauthorized use or disclosure of PHI (in any form). Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Contractor shall make this report by the next business day following discovery of the use, disclosure, or security incident. Any unauthorized use or disclosure or security incident shall be treated as discovered by Contractor on the first day on which such use or disclosure or security incident is known to 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.
7. 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).
8. 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; and authorize termination of the agreement by County if County determines that Contractor has violated a material term of this agreement.
9. Ensure that Contractor will enter into "Business Associate Agreements" as required by HIPAA including provisions that the Business Associate agrees to comply with the same restrictions, conditions and terms that apply to the Contractor with respect to this agreement and with applicable requirements of HIPAA and HITECH. The Business Associate Agreement must be a written contract including permissible uses and disclosures and provisions where the Business Associate agrees to implement reasonable and appropriate security measures to protect the information (PHI or ePHI) it creates, receives, maintains or transmits on behalf of Contractor or County with respect to this agreement.