

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

HELPING HANDS NURTURING CENTER, LLC

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

(§1) **Nurturing Parenting Program (NPP) and supervised visitation services for Child Protective Services (CPS) families.**

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** \$ 255,000
(§3) **Contract Beginning Date:** 07/01/2016 **Contract Termination Date:** 06/30/2018
(§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>X</u>	<u> </u>

LICENSES

Designate all required licenses:

(§14) N/A

NOTICE & IDENTIFICATION

(§33) **Contractor: Helping Hands Nurturing Center, LLC County of Nevada:**
412 East Main Street, Suite B 950 Maidu Avenue
Grass Valley, California 95945 Nevada City, California 95959
Contact Person: Shona Torgrimson Contact Person: Nicholas Ready
Phone: (530) 559-2313 Phone: (530) 265-1654
E-mail: helpinghandsnurturingcenter@yahoo.com E-mail: Nicholas.Ready@co.nevada.ca.us

Funding: 1589-50104-494-3101/521525 **CFDA No.:** Various
CFDA Agreement No.: CEC-29-2015

Contractor is a: (check all that apply)

Corporation: X Calif. Other X LLC Non-profit
Partnership: Calif. Other LLP Limited
Person: Indiv. 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> </u>	<u>X</u>
Exhibit E: Uniform Administrative Requirements (CFDA-Funded)	<u>X</u>	<u> </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 "Notices" §32 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 §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. 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:


Shona Torgrimson
CEO

COUNTY OF NEVADA:

Dan Miller
Chair, Board of Supervisors

Dated: May 25, 2016

Dated: _____

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



EXHIBIT "A"
SCHEDULE OF SERVICES
HELPING HANDS NURTURING CENTER

Helping Hands Nurturing Center, hereinafter referred to as "Contractor", shall provide Nurturing Parenting Program (NPP) and supervised visitation services for Child Protective Services (CPS) families, some of whom will also be receiving CalWORKs benefits.

PROGRAM OVERVIEW

Child Protective Services investigates reports of child abuse, screens and assesses families, provides case management and other services to help families stay together. The goal is to help parents and children reunify by providing a mentor, a sense of hope, and information about the system, expectations and requirements.

Child Welfare Systems are required to provide Preventative and Early Intervention strategies that not only provide for the safety and permanency for children but also services that target the family's well-being. Child Protective Services is responsible for meeting the requirements for accountability for outcomes to ensure that the critical needs of children and families in the child welfare system are met.

California Counties, including Nevada County, have an overlap of children and families involved with Child Protective Services, whose primary mission is to keep children safe from maltreatment, and CalWORKs, which is responsible for providing income assistance and employment preparation services to help parents achieve financial self-sufficiency. Furthermore, research has shown that parental stress, including stress from economic factors, can result in child welfare involvement (Paxson & Waldfogel, 1999; Shook, 1999; Courtney, Piliavin, & Power, 2001) and that increased poverty rates correspond to a rise in child maltreatment rates (Paxson & Waldfogel, 2001).

Parents who are faced with economic hardships and the potential or actual removal of their children from their care must then navigate two separate, complex systems. Each of these systems has its own timelines, requirements, and goals.

Child Protective Services and CalWORKs share a common goal of decreasing child maltreatment and improve outcomes for children and families by providing necessary services and supports through increased collaboration. CalWORKs funding will be used to support CalWORKs families receiving Nurturing Parenting Program services as referred to by Child Protective Services.

SCOPE OF SERVICES

Contractor shall provide Nurturing Parenting Program (NPP) services utilizing The Nurturing Parenting Program (NPP) curriculum that coordinate health and social services for at-risk families referred by Child Protective Services, Contractor shall

provide supervised supervision/parenting sessions, and/or group services; utilizing the NPP best practices; use strength based and multi-disciplinary approaches; and focus on family stability and self-sufficiency.

Upon receiving CPS referrals, Contractor shall assess the family's strengths and needs and provide needed services and/or community referrals. The assessment shall be accomplished utilizing the Adult & Adolescent Parenting Inventory (AAPI-2) pre-process/post survey.

Contractor shall provide NPP groups staggered throughout the year to help at-risk families build self-sufficiency and connect to their own natural supports. Contractor shall help strengthen natural supports for the families and connect children and parents to resources that remain as concrete supports after services are ended. This will help families build a family safety network. Each group shall:

- run for 16 weeks, meeting two and a half hours weekly
- have 5 individual parent sessions occurring in the family's home
- have a concurrently scheduled group session for children to attend

Contractor shall provide individual parenting sessions weekly. Families will receive individualized parent sessions between the group sessions to ensure skills learned in the group sessions are being implemented in the home. Individual sessions shall consist of 16 lessons, 26 lessons or 55 lessons. The number of sessions scheduled shall be determined by the results of the AAPI-2 and by CPS/Courts. Depending on the needs of the family, these sessions can be conducted at the Contractor's facility, in the community or in the client's home.

Contractor shall provide any needed program reports to the County in a complete and timely manner, and shall provide brief written narrative reports outlining progress on outcomes and including pre, process and post results on the AAPI assessments. The Contractor shall provide professional quality documentation that clearly addresses the risk and safety factors that brought the family to the attention of CPS and addressing how the NPP services are or are not mitigating those concerns. Contractor shall provide a bi-annual report due January 20th and an annual report due July 20th. Reports shall include unduplicated counts of children, parents, or families receiving services, with the annual report providing unduplicated counts for the entire fiscal year. The Office of Child Abuse Prevention (OCAP) report templates are attached and incorporated herein as Attachment A.

Court Ordered Monitored Visits:

Court-ordered monitored visits shall be provided by Certified Monitors for children from birth through 5 up to the age of 18. This supervised visitation shall occur in a neutral setting that is conducive to quality visits by non-custodial parents who otherwise would not see their children at all, or who may not have been able to be with their children for many months. Safe exchanges between separated parents will be accomplished and children will benefit by being able to visit with their non-custodial parents.



Supervised visitation means the Certified Monitor must be able to overhear conversations and observe the interactions and activities, at all times.

County CPS agrees to:

1. Send written authorization that stipulates services to be provided and estimated period of time services are needed.
2. Provide Contractor with knowledge of the background and needs of the child necessary for effective care.
3. Work with Contractor toward development of a visitation plan.
4. Assist in the maintenance of the child's constructive relationships with parents and other family members, and involve parents in future planning for the child.
5. Have an assigned CPS Case Worker to each child in visitation, who shall act on behalf of the parents when appropriate.
6. Inform Contractor if child or parents have any tendencies toward dangerous behavior.
7. Provide assistance with emergencies:
Telephone number for after-hours or weekend is: (530) 273-4291
Toll Free number is: (888) 456-9380

Contractor agrees to:

1. Provide supervised visitation for families authorized by CPS to receive said service.
2. Provide the child and parents with a nurturing environment for their visitation needs.
3. Develop an understanding of the responsibilities and requirements of the County in regard to the care of the child and work with the County in planning for the child.
4. Document the occurrence(s) of the visit and provide notes of each visit to County. Visitation notes shall be detailed and professionally written as they may also be provided to the Court. Submit copies of any other pertinent information to the County.
5. Ensure there are no negative comments or interactions during the course of the visit. This may include, but is not limited to, arguments, threats, profanity, gestures, or any other action that may be perceived as physically or emotionally abusive, or threatening to the child or Contractor staff. No corporal punishment is permitted. Ensure constructive alternative methods of discipline are used at all times.
6. Notify the County of any significant changes in the child's health or behavior.
7. Give County prior notice of at least 7 days of intent to discharge the child from monitored visitation unless it is agreed upon by the County that less notice is necessary.
8. Provide state and federal agencies access to documentation when documentation is maintained at Contractor's site.

9. Maintain a neutral role and shall not discuss the merits of any case, agree with, or support one party over another.

Additional Contractor Responsibilities:

- Contractor shall, at all times, maintain communication and coordination with the CPS Program Manager (hereinafter referred to as “Program Manager”) and/or his/her designee and meet with the Program Manager and/or his/her designee as needed.
- 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 civil rights/non-discrimination training was provided to all staff within 90 days of contract initiation. Attending collaborative Civil Rights training with the County will be encouraged.
- Assurance of Compliance with Confidentiality - Contractor shall comply with all applicable state and federal statutes pertaining to confidentiality as related to services provided under this agreement.

All monitoring services provided by Sub-Contractor (NPP Co-facilitator/Certified Visitation Monitor) shall be performed at the business location of Contractor and vehicle use is expressly prohibited by the Sub-Contractor for business purposes under this Contract.



EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
HELPING HANDS NURTURING CENTER

Payment under the terms of this Agreement shall not exceed the maximum amount of \$255,000 with the contract maximum for F/Y 2016/17 not to exceed \$127,500; and the contract maximum for F/Y 2017/18 not to exceed \$127,500 for satisfactory performance of services as outlined in Exhibit "A".

Rate Schedule:

Assessment Rate shall be Seventy-Five Dollars (\$75.00) per 60 minute session.

Plan Development shall be Fifty Dollars (\$50.00) per service plan hour.

Individual Session shall be Sixty Dollars (\$60.00) per 60 minute session.

Group Session shall be Fifty Dollars (\$50.00) per 60 minute session.

Supervised visit shall be Fifty Dollars (\$50.00) per 60 minutes session.

Collateral Rate shall be Fifty Dollars (\$50.00) per 60 minute session.

BILLING AND PAYMENT:

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

- Dates/Month/hours/type of services rendered
- Cost of services rendered – identifying total direct costs
- Billing period covered
- Contract Number assigned to the approved contract
- Supporting documentation shall include names of participant(s) receiving services and those participants being billed to CalWORKs funding.
- Contractor may bill in 15 minute increments if applicable.

Invoices are to be submitted to:

Nevada County Department of Social Services
Attention: Fiscal Unit
Post Office Box 1210
Nevada City, California 95959

County shall review each billing for supporting documentation; verification of eligibility of individuals being served; dates of services and costs of services as detailed previously.

Should there be a discrepancy on the invoice; said invoice shall be returned to Contractor for correction and/or additional supporting documentation. Payments shall be made in accordance with County processes once an invoice has been approved by the department.

BILLING AND PAYMENT EXCEPTION

By the tenth of June each year, Contractor shall provide an invoice for services rendered for the month of May. An invoice of services provided for the month of June shall be provided no later than the tenth of July.



Attachment "A"

Office of Child Abuse Prevention (OCAP) Annual Report


1. Primary use of funds (select one)
 - Adoptive Parent Recruitment
 - Advocacy
 - Basic Needs/Concrete supports
 - Behavioral Health, Mental Health Services
 - Case Management
 - Child Care/Day Care
 - Child Care (Temporary)
 - Differential Response
 - Disability Services
 - Domestic Violence
 - Early Childhood Services
 - Family Resource Center/drop-in multi-service support
 - Financial literacy education
 - Home Visiting
 - Health Services
 - Parent Leadership Training
 - Parenting Education
 - Parent/Sibling Visitation
 - Peer Support
 - Respite Care
 - Substance Abuse Services
 - Team Decision Making (Family Team Meetings)
 - Youth Programs

2. Who was the target population (i.e. children, parents, families, children in foster care or parents of children in foster care, CWS involved families, non-CWS families, etc)?

3. Is this approach evidence based or evidence informed for the target population served? If so, what is the name of the program or approach?

4. In what languages was the program offered (please list all)?

5. What was the primary goal of the program (safety, permanency, well-being)?

Contractor approves this page 

6. Indicate the primary outcome of this program. Outcomes are defined as changes in skills, behaviors, attitudes, conditions, etc. (select one)

- Children's social and emotional needs are met
- Children remain safely in their home
- Exits to permanency
- Families have concrete supports in times of need
- Increased knowledge of parenting and child development
- Increased parental resilience
- Increased permanency for children in foster care
- Increased social connection
- No recurrence of maltreatment
- Timely adoptions within 12 to 24 months
- Timely Reunification
- This program has no specified outcome
- Other, please describe

7. How was the primary outcome measured (select all that apply)?

- CMS/CWS
- Family Development Matrix
- Pre/Post-survey developed in-house
- Protective Factors survey
- Validated assessment tool, **please name below**

- This outcome was not tracked or measured
- Other, please describe below

8. Total number served by the program.

9. Total number achieving the primary outcome.

10. How was client satisfaction measured? How often is it measured? What was the outcome of that measure?

11. Is there financial sustainability plan for this program beyond OCAP funds?

12. What other funding sources supported this program?

13. What is the dollar amount of other funding for this program?

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14. Please describe any challenges experienced with this program.
15. Please describe any unexpected benefits (if any) with this program.
16. Please share one participant's success story related to this program (include client demographics, presenting issues, and the specific success the participant achieved as a result of the program).
17. If applicable, provide a brief description of one parent leadership opportunity including the project, role, activities that the parent performed as a parent leader.
18. Please describe program activities for the reported period.
19. Any additional comments.

Contractor approves this page



30CAP Services Workbook

Services	Individual Children	Children W/ Disabilities	Individual Parents	Parents W/ Disabilities	Families Unduplicated #
Adoptive Parent Recruitment	Unduplicated #	Unduplicated #	Unduplicated #	Unduplicated #	Unduplicated #
Advocacy					
Basic Needs/Concrete Supports					
Behavioral Health, Mental Health Services					
Case Management					
Childcare/Daycare					
Differential Response					
Disability Services					
Domestic Violence Services					
Early Childhood Services					
Family Resource/Drop-in Multi-service Center					
Financial Literacy Education					
Health Services					
Legal Services					
Livescan Fees					
Parent Leadership Training					
Parenting Education					
Parent/sibling visitation					
Peer support					
Respite Care/Crisis Nursery					
Substance Abuse Services					
Substance Abuse Treatment					
Team Decision Making					
Transportation					
Youth Programs					
Other (not defined above)					

Contractor approves this page 

OCAP Ethnicity Workbook

Services	Individual Children Unduplicated #	Children W/ Disabilities Unduplicated #	Individual Parents Unduplicated #	Parents W/ Disabilities Unduplicated #	Families Unduplicated #
White (non-Hispanic)					
Hispanic or Latino					
Black/African American					
Asian					
America Indian or Alaskan Native					
Native Hawaiian or Pacific Islander					
Two or more races					
Other					

CBCAP Activities

Estimate the number of individuals reached for public awareness/education

Door-to-door outreach	
Events (school, community, fairs, etc)	
Information and referral	
News Media (stories in print, TV, radio, etc.)	
Newsletters (print or electronic)	
Paid advertisements (print, billboards, etc.)	
Publications, print materials, DVD, give aways	
Social Media (Facebook, Twitter, Instagram, etc.)	
Trainings, education sessions, one-time workshops	
other	

Contractor approves this page



EXHIBIT "E"
(for use with HHSA PSK for CFDA-funded Subrecipients)

Subrecipient Compliance with OMB Uniform Guidance (12/26/13)

1. This Subrecipient Agreement is subject to the 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"). A copy of these regulations are available at the Nevada County Clerk of the Board's Office located at 950 Maidu Avenue, Nevada City, CA 95959.
2. Subrecipient hereby certifies to the best of its knowledge that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five (5%) percent owners are excluded or debarred from participating in or being paid for participation in any Federal program. Subrecipient shall be required to certify its disbarment status annually, prior to receiving funds each fiscal year.
3. Subrecipient agrees to comply with all requirements imposed on the pass-through entity pursuant to the Uniform Guidance, including but not limited to 2 CFR Sections 200.100 to 200.113 and Section 200.331. The CFDA Funding Agreement requires that all Subrecipients and their subcontractors be governed by and construed in accordance with all applicable laws, regulations and contractual obligations set forth in the CFDA Funding Agreement through which this Agreement is funded. A full copy of the CFDA Funding Agreement for this Agreement is available at the Clerk of the Board's Office located at 950 Maidu Avenue, Nevada City, CA 95959.
4. Subrecipient acknowledges that this Agreement is funded in whole or in part with Federal funds. Nevada County and non-profit organizations that expend a combined total of more than \$750,000 of federal financial assistance (from all sources) in any fiscal year must have a single audit for that year. A letter confirming that an audit will be conducted must be provided to Nevada County stating that the Contractor has expended more than \$750,000 in total federal funds and will comply with the federal Single Audit Act and the requirements of the OMB Uniform Guidance.
5. Subrecipient acknowledges that its program is subject to a Risk Assessment/Monitoring Program annually, as established by the County, which contains the following components:
 - A review of required reports
 - Verification of audits
 - Methodology to address noncompliance
 - Issuance of management decision on audit findings within six (6) months
 - On site reviews
 - Training and technical assistance to Subrecipient

Contractor approves this page

