



RESOLUTION No. 20-370

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF A RENEWAL CONTRACT WITH NEVADA COUNTY SUPERINTENDENT OF SCHOOLS (NCSOS) FOR THE PROVISION OF FAMILY SUPPORT AND SELF-SUFFICIENCY SERVICES IN WESTERN NEVADA COUNTY IN THE MAXIMUM AMOUNT OF \$485,856 FOR THE CONTRACT TERM OF JULY 1, 2020 THROUGH JUNE 30, 2021

WHEREAS, Social Services wishes to renew the contract with the Nevada County Superintendent of Schools for the continuation of services related to the provision of Family Support, and Self-sufficiency services in Western Nevada County; and

WHEREAS, the overall objective of this contract is to provide a coordinated array of services that will assist needy families so children can be cared for in their own homes, reduce family dependency by promoting job preparation, work skills, increasing self-sufficiency and to encourage the formation and maintenance of stable parental caretakers.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Personal Services Agreement by and between the County and Nevada County Superintendent of Schools pertaining to the provision of Family Support, and Self-sufficiency services in Western Nevada County in the maximum amount of \$485,856 for the contract term of July 1, 2020 through June 30, 2021 be and hereby is approved in substantially the form attached hereto, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Agreement on behalf of the County of Nevada.

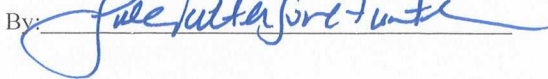
Funds to be disbursed from account: 1589-50105-494-5001/521520.

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

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

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Heidi Hall, Chair

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

8/28/2020 cc: DSS*
AC* (Release)
NCSOS

Administering Agency: Nevada County Department of Social Services

Contract No. 20-370

Contract Description: Family Support and Self-Sufficiency Services in Western Nevada County.

**PROFESSIONAL SERVICES AGREEMENT
FOR HEALTH AND HUMAN SERVICES**

THIS AGREEMENT is made at Nevada City, California, as of August 25, 2020 by and between the County of Nevada, ("County"), and **NEVADA COUNTY SUPERINTENDENT OF SCHOOLS (NCSOS)** ("Contractor"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit B. The payment specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed** Four Hundred Eighty-Five Thousand, Eight Hundred Fifty-Six Dollars (\$485,856).
3. **Term** This Agreement shall commence on July 1, 2020. All services required to be provided by this Agreement shall be completed and ready for acceptance no later than the **Agreement Termination Date** of June 30, 2021.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A or elsewhere in this Agreement shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
8. **Liquidated Damages** Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of

contract. Liquidated Damages shall apply shall not apply to this contract. Liquidated Damages applicable to this contract are incorporated in Exhibit F, attached hereto.

9. **Relationship of Parties**

9.1. **Independent Contractor**

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

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

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

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

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions set forth herein, to the extent such insurance provisions are required of Contractor under this Agreement. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a Material Breach of this Agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Agreement, or both.

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

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

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

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

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

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

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

22. **Termination.**

- A. A Material Breach, as defined pursuant to the terms of this Agreement or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this agreement, or both, without notice.
- B. If Contractor fails to timely provide in any manner the services materials and products required under this Agreement, or otherwise fails to promptly comply with the terms of this Agreement, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Agreement by giving **five (5) calendar days written notice to Contractor.**
- C. Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Agreement at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.
- E. Any notice to be provided under this section may be given by the Agency Director.
- F. Suspension: County, upon giving seven (7) calendar days written notice to Contractor, shall have the right to suspend this Contract, in whole or in part, for any time period as County deems necessary due to delays in Federal, State or County appropriation of funds, lack of demand for services to be provided under this contract, or other good cause. Upon receipt of a notice of suspension from County, Contractor shall immediately suspend or stop work

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

In the event this Agreement is terminated:

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

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

28. **Governing Law and Venue** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Agreement shall be the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
29. **Compliance with Applicable Laws** Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.
30. **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.

31. **Additional Contractor Responsibilities**
- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Agreement.
 - B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Agreement or the clients served herein, including providing any/all records requested by County related thereto.
 - C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Agreement, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

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

COUNTY OF NEVADA:

Nevada County
950 Maidu Avenue
Nevada City, California 95959

Department of Social Services
Attn: Tamaran Cook

Phone: (530) 265-7160

CONTRACTOR:

Nevada County Superintendent of
Schools
380 Crown Point Circle
Grass Valley, California 95945

Attn: Scott W. Lay

Phone: (530) 478-6400

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

Executed as of the day first above stated:

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

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

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

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

By: Julie Patterson Hunter

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

CONTRACTOR: NEVADA COUNTY SUPERINTENDENT OF SCHOOLS (NCSOS)

By: Scott W. Lay Date: Aug 14, 2020
Scott W. Lay (Aug 14, 2020 08:14 PDT)

Name: Scott W. Lay

* Title: Superintendent of Schools

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

Exhibits

Exhibit A: Schedule of Services

Exhibit B: Schedule of Charges and Payments

Exhibit C: Insurance Requirements

EXHIBIT "A"
SCHEDULE OF SERVICES
Nevada County Superintendent of Schools (NCSOS)

This agreement is entered into by and between the Nevada County Department of Social Services CalWORKs Program and the Nevada County Superintendent of Schools (NCSOS-PARTNERS Family Resource Centers) for the purpose of providing family support and self-sufficiency services in Western Nevada County.

PROGRAM OVERVIEW

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

Established by AB 74, Family Stabilization (FS) is a component of the CalWORKs program that provides intensive case management and services to eligible customers and is designed to ensure a basic level of stability within a family prior to, or concurrently with, participation in Welfare-to-Work (WTW) activities. CalWORKs recipients are eligible to participate in FS if a county determines that a family is experiencing an identified situation and/or crisis that is destabilizing the family and interferes with adult customers' ability to participate in WTW activities and services.

A situation or a crisis that is destabilizing the family may include, but is not limited to, homelessness or imminent risk of homelessness, legal problems, learning disabilities, a lack of safety due to domestic violence, or untreated or under treated behavioral needs, including mental health or substance abuse related needs. Eligibility may also be defined as "not making progress" in obtaining a job or holding steady employment due to a crisis in the family. Sanctioned customers will be encouraged to participate in FS services.

FS is funded through the Temporary Assistance for Needy Families block grant and may only be used for non-medical services. FS does not alter the extent of services that can be offered through the mental health and substance abuse allocations.

The CalWORKs Housing Support Program (HSP) is a funding source designed to provide housing and rental assistance for up to forty (40) CalWORKs families who are experiencing homelessness.

Nevada County implements Family Stabilization/Housing Support services in partnership with the Family Resource Centers (FRC) and other community partners. This contract with NCSOS supports 32 HSP families at any given time.

FRC Community School Liaisons (CSL) will assist the CalWORKs HSP customers to secure safe and appropriate housing based on location, family size, safety and other relevant need factors setting realistic goals to help them remove barriers (e.g., move-in costs, legal, debt, criminal record issues, etc.) to employment and housing. The FRC CSL will also assist customers in communicating with potential landlords and completing rental applications and

schedule housing inspections. The CalWORKs WTW Case Manager, FRC CSL, Connecting Point Employment Specialist, and other CalWORKS partners assigned to each client will work together to ensure the best possible outcome for each FS or HSP family.

The FRC CSL will provide intensive case management that encompasses the whole family unit and coordinate with the WTW Worker so together, intensive and specialized services will be well coordinated to improve parents' ability to move into the workforce and secure housing. CalWORKs WTW provides an array of supportive services in addition to FS and HSP services that assist the removal of barriers that may impede participants successful participation in WTW activities including: childcare, transportation, food, homeless/shelter assistance, and domestic abuse, mental health, and substance abuse services.

For each CalWORKs' referred HSP customer, FRC CSLs will develop a realistic budget and plan for HSP assistance and a plan for transitioning off HSP assistance within an estimated, but specific timeframe that is approved by the WTW Worker. This plan will incorporate the customer's goals as well as CalWORKs WTW, FS, and HSP requirements. The specified time frame and funded amounts will be reviewed and evaluated each month and will be extended with the approval of the WTW Worker. Monthly review of the budget and plan by the WTW Worker and FRC CSL will allow for coordinated planning and budgeting while offering flexible case-by-case review to meet the specific needs of customers. The duration of each service will be determined by a holistic approach, including but not limited to, the parents' employability, substance abuse or domestic violence issues in the household, and potential health and disability issues. Monthly review of an extended projected funding plan along with the client goals and budget will assist both the client and the program to create informed, realistic, and shared expectations.

The Superintendent of Schools Office will issue payments for FS and HSP funding requests, on behalf of the approved recipients, directly to various vendors and the landlords of the rented units for the duration of the agreement.

After the housing support ends, the family may continue to be eligible for Family Stabilization (FS) services if needed and will be referred to the FS service provider.

Contractor agrees to provide the following HSP services:

- Provide intensive case management and services to referred CalWORKs customers who are experiencing an identified situation or crisis (including homelessness) through the Penn Valley and Grass Valley locations. These locations will serve families living in Western Nevada County.
- Ensure that the FRC CSLs have training, skills and experience in providing case management to families and individuals in crisis including Motivational Interviewing and trauma informed care. Supervisor shall:
 - conduct performance evaluation of the CSL Case Managers
 - attend all mandatory meetings and trainings
 - be immediately available to staff for crisis interventions and emergencies
 - conduct scheduled performance evaluations.
- Serve up to 32 families at a time

- Attempt to contact each referred customer within 1 working day of referral. Make 3-5 contact attempts in the first 10 working days, if no contact is successfully made after 3 weeks, including at least one attempted home visit if the client has a known address, FRC CSL will refer client back to WTW Worker.
- Schedule a face to face intake appointment with each referred customer as soon as possible to assess the stability of the family's living situation, physical and emotional health, and safety.
- Work with the customer to develop a customized Housing Support Plan that identifies and plans to resolve the family's immediate need/crisis as well as identifies longer term goals. Developing the plan may also include direct communication and/or coordination with other case managers or service providers involved in the customer's life to ensure consistency and cohesion in the family's goals and activities to reach those goals.
- Work closely with WTW staff to review any existing WTW plan to determine whether the WTW plan should continue or if it requires modification based on the client's HSP assessment.
- Submit the HSP Plan to the WTW Worker and CalWorks Designee for approval prior to taking action on the plan.
- Once the HSP Plan is approved, the HSP CSLs will:
 - Provide intensive case management and prompt referrals to appropriate services
 - Assist customers with the completion of forms, collection documents and other paperwork as needed.
 - Arrange supportive services (warm hand off) on behalf of the customer as needed
 - Ensure that customers and their families are aware of, have access to, and have the tools to access service providers in the community.
 - Provide reflective listening support and motivational interviewing to help reduce the change of reoccurring crises and enhance the family's ability to resolve issues and increase self-sufficiency.
 - Provide support as needed, in-home or at another location if the client is unable to travel to the Family Resource Center.
- Develop a household budget with each HSP customer who requests Family Stabilization or Housing Support funds to ensure fund requests are reasonable and address the family's most critical needs.
- Submit Funding Requests to the WTW Worker on behalf of clients to address each family's immediate needs identified in the Housing Support Plan.
- Make payments on behalf of FS and HSP customers to various payees, including monthly rental payments to property owners/managers, as approved by the WTW Worker.
- Maintain frequent and supportive contact with each family monthly. Contact will be completed via phone, office visit, and home/site visit as appropriate and as planned until the housing is secured and resolved and/or the case is referred back to the WTW Worker or FS Provider.
- Act as an advocate or liaison between the customer and housing resources including property managers, landlords, etc. to assist families to identify and secure appropriate permanent housing.
- The CSL can assist the landlord and tenant with minor disputes or may make a referral to mediation services.
- Assist customers to complete applications and gather/submit documentation for FS, HSP and Tenant Based Rental Assistance funding requests as needed.

- Participate in the Nevada County Multi-Disciplinary Housing Case Management Meetings Housing Resource Team (HRT) for case management and coordination per HMIS guidelines.
- Identify and develop connections with landlords to assist CalWorks and the Housing Resource Team gain enrollment of additional landlords and property managers willing to participate in the HSP permanent housing placements.
- Participate in the Nevada County Continuum of Care Meetings.
- Check in monthly with families, during the final 3 months of services as outlined in their HSP plan until the HSP file is closed or returned to WTW Worker.
- Document all contacts with customers, all referrals and direct contacts with service providers in the customer's case file.
- Monitor the family's HSP Plan to evaluate whether the crisis or situation continues to impair the client's ability to participate in WTW activities, or if the family's situation is stable enough to allow engagement in concurrent or full WTW activities and make appropriate recommendation to WTW Worker.
- Make every effort to engage families who have missed one month of appointments or unreturned calls. One attempted home visit if location is known should be made. Communicate to WTW Worker necessary changes to the HSP Plan to improve the family's success in meeting their goals.
- If a customer is not complying with their HSP plan or making progress towards HSP plan goals, make a minimum of three attempts to resolve participation issues. After exhausting attempts to assist non-complying customers, including at least one home visit, inform CalWORKs WTW Worker of customer's non-compliance.
- Notify WTW Worker when the family's situation is stable enough to allow engagement in concurrent or full WTW activities.
- Meet with CalWORKs WTW staff monthly to review attendance records and progress reports for each HSP family.
- Submit monthly reports to WTW Workers for each HSP family.
- Allow access to all customer case files for case reviews and quality assurance.
- Provide updated outreach materials of available county and community services available to HSP families.
- Supply all applicants for services, and all participants for any outreach activity, a Voter Registration Form to fill out.
- Participate in trainings related to CalWorks 2.0 and implement tools in cooperation with the County.

Family Stabilization Funding Requests on behalf of customers can be made for the following interventions. All Funding Requests must be approved by the WTW Worker prior to authorizing payment.

- Treatment for family members, if the situation interferes with client's ability to participate in WTW activities and treatment is not covered by Medi-Cal.
- Intensive day treatment, non-medical outpatient drug free treatment, and residential treatment not covered by MediCal or other available funding sources.
- Housing related needs including emergency shelter, costs related to maintaining or acquiring transitional or permanent housing.

- Court fees or debts that are affecting the client's ability to obtain stable housing or participate in WTW activities.
- Legal issues related to criminal record expunction.
- Other upon request

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

- The family is currently homeless per CDSS definition
- The rental unit may be legally occupied (no illegal units)
- The rental unit is determined to be safe and appropriate by FRC staff and as needed with CHCS.
- The funding request may combine TBRA (security deposit assistance) and HSP (rental assistance) for up to a mutually agreed upon time. The goal is to fund for no longer than 6 months. A household budget and plan must be submitted along with the funding request to show how the family plans to take over rental payments after the approved timeframe ends.
- A request to extend the rental assistance may be submitted if the family's circumstances change and further assistance is determined to be warranted.

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

The following issues are not funded through FS or HSP and should be referred to the client's Employment and Training Worker for assistance:

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

Additional Contractor Responsibilities:

- Assurance of Compliance with Confidentiality - Contractor shall hold CalWORKs related information confidential as directed and applies in State Welfare and Institutions Code Section 10850, California State Department of Social Services, Policies and Procedures Manual, Division 19-000 and Civil Code Section 56.10. Contractor will provide certification that staff received Confidentiality training within 60 days of contract initiation.
- Assurance of Compliance with Non-Discrimination/Civil Rights. Contractor agrees to provide certification to Nevada County Department of Social Services within 60 days of contract initiation as to how and when staff received Civil Rights training.
- Submit housing data related to quarterly reports by the 10th of the month following the reporting quarter including the statistics requested by the CalWORKs Program Manager related to the FS14 Quarterly Report require by the California DSS.
- Assurance of Compliance with Confidentiality – See Attachment 1

County's Responsibilities shall include the following:

- Refer eligible CalWORKs participants to Contractor as appropriate.
 - Be available for case consultations to help resolve non-compliance issues.
 - Approve FS or HSP service funding requests within 24hrs whenever possible.
 - Determining the next appropriate step(s) to be taken when a HSP client is non-compliant with the HSP Plan, which could include a program exemption, initiating the WTW non-compliance process, a face to face interview with the client/family, and/or considering whether HSP services remain appropriate for the client or if the client is able to participate in other WTW activities.
 - Meet monthly with FRC CSLs
 - HSP staff to review cases and coordinate services.
 - Review quarterly reports from Contractor and submit FS14 Quarterly Report to CDSS.
- Maintain ongoing communication and coordination with Contractor as needed regarding housing support services and funding request processing and for problem solving discussions.

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
NEVADA COUNTY SUPERINTENDENT OF SCHOOLS

County agrees to reimburse Contractor for satisfactory delivery of services pursuant to this Agreement and as described in Exhibit A, a maximum amount not to exceed \$485,856 for the contract term of July 1, 2020 through June 30, 2021.

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

CONTRACT EXPENDITURE BREAKDOWN

DESCRIPTION	Fiscal Year 2020/21
1) Personnel Expenses: Salaries and benefits for 3.25 FTE Family Stabilization Case Managers; .25FTE Countywide Coordinator; .25FTE Business Services Support Staff	\$264,493
2) Travel	\$3,600
3) Supplies/materials/copying/occupancy/phone	\$3,330
4) Family Stabilization Services not covered by WTW/Medi-Cal/Behavioral Health/Community Services	\$40,000
5) Housing Support Program rental assistance payments on behalf of families	\$154,048
6) Administrative Expenses for Housing Support Program (8% of Personnel/Travel/Supplies, excludes participant support costs)	\$20,385
Total Contract Expenses	\$485,856

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

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

- Billing period covered
- Resolution Number assigned to the approved contract
- Supporting documentation if required

- Dates/Months services were rendered
- Dates/Month funding requests were issued

Excel List from Smartsheet of funding requests paid for time period along with Excel Accounts

Payable list with Case # of participant with first and last initial

Invoices are to be submitted to:

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

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

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

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

BILLING PROCESS EXCEPTION

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

EXHIBIT C

INSURANCE REQUIREMENTS

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

- (i) **Commercial General Liability CGL:** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (ii) **Automobile Liability** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. **(Note – required only if auto is used in performance of work, submit waiver to Risk for approval to waive this requirement)**
- (iii) **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. **(Not required if contractor provides written verification it has no employees).**
- (iv) If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Other Insurance Provisions:

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

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

applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

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

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

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

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

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

SUMMARY OF CONTRACT

NEVADA COUNTY SUPERINTENDENT OF SCHOOLS (NCSOS)

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

Family Support and Self-Sufficiency Services in Western Nevada County.

SUMMARY OF MATERIAL TERMS

Maximum Annual Contract Price: \$485,856
Contract Beginning Date: 07/01/2020 **Contract Termination Date:** 06/30/2021
Liquidated Damages: N/A

INSURANCE POLICIES

Designate all required policies: Req'd

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

LICENSES AND PREVAILING WAGES

Designate all required licenses:
N/A

NOTICE & IDENTIFICATION

Contractor: Nevada County Superintendent of Schools
380 Crown Paint Circle
Grass Valley, California 95945

County of Nevada:
950 Maidu Avenue
Nevada City, California 95959

Contact Person: Scott W. Lay (530) 478-6400
e-mail: slay@nevco.org

Contact Person: Tamaran Cook (530) 265-7160
e-mail: Tamaran.Cook@co.nevada.ca.us

Contractor is a: (check all that apply)

Corporation:	<input type="checkbox"/> Calif.,	<input checked="" type="checkbox"/> Other,	<input type="checkbox"/> LLC,	<input type="checkbox"/> Non-profit
Partnership:	<input type="checkbox"/> Calif.,	<input type="checkbox"/> Other,	<input type="checkbox"/> LLP,	<input type="checkbox"/> Limited
Person:	<input type="checkbox"/> Indiv.,	<input type="checkbox"/> Dba,	<input type="checkbox"/> Ass'n	<input type="checkbox"/> Other

EDD: Independent Contractor Worksheet Required: Yes No

ATTACHMENTS

Designate all required attachments: Req'd

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