

**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

**NEVADA-SIERRA REGIONAL IN-HOME SUPPORTIVE SERVICES  
PUBLIC AUTHORITY**

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

(§1) **Provision of services related to the Expanded Subsidized Employment (ESE) Program for CalWORKs participants.**

**SUMMARY OF MATERIAL TERMS**

(§2) **Maximum Contract Price:** \$219,976  
(§3) **Contract Beginning Date:** 01/01/2015 **Contract Termination Date:** 06/30/2015  
(§4) **Liquidated Damages:** N/A

**INSURANCE POLICIES**

Designate all required policies:

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

**LICENSES**

Designate all required licenses:

(§14) N/A

**NOTICE & IDENTIFICATION**

(§33) **Contractor:** Nevada-Sierra Regional In-Home Supportive Services Public Authority  
466 Brunswick Road  
Grass Valley, California 95945  
Contact Person: Ann Guerra  
(530) 274-5601  
e-mail: anng@ns-pa.org

**County of Nevada:** 950 Maidu Avenue  
Nevada City, California 95959  
Contact Person: Mike Dent  
(530) 265-1410  
e-mail: mike.dent@co.nevada.ca.us  
Fund: 1589-50105-494-5001/521520

**Contractor is a:** (check all that apply)

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

**EDD:** Independent Contractor Worksheet Required:      Yes X No  
**HIPAA:** Schedule of Required Provisions (Exhibit D):      Yes X No

**ATTACHMENTS**

Designate all required attachments:

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

### Terms

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

### Services

#### **1. Scope of Services:**

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

### Payment

#### **2. Charges and Payments:**

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt 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.

### 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. 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 have services that will be reimbursed, whether partially or in full, with Federal funds are also governed by OMB Circular A-133 and are required to have a single or program-specific audit conducted if the Contractor has expended \$500,000 or more in Federal awards during their fiscal year. Any Contractor who is required to complete an annual A-133 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,

**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:**



Name: Ann Guerra  
Title: Executive Director

Dated: 1-14-15

**COUNTY OF NEVADA:**

Honorable  
Chair, Board of Supervisors

Dated: \_\_\_\_\_

Attest: \_\_\_\_\_  
Donna Landi  
Clerk of the Board of Supervisors



**Exhibit "A"**  
**Schedule of Services**  
**Nevada Sierra Regional In-Home Supportive Services (IHSS) - Public Authority**

Nevada County, Department of Social Services, herein referred to as "County" and Nevada-Sierra Regional In-Home Supportive Services (IHSS) Public Authority, herein referred to as "Contractor" agree to enter into a specific contract for the provision of services related to the Expanded Subsidized Employment (ESE) Program for CalWORKs participants.

**Program Overview:**

As a result of the passage of AB74, the Expanded Subsidized Employment (ESE) Program was created to build upon the success of the existing Subsidized Employment Program (SEP) (AB98) which has proven to be beneficial in transitioning CalWORKs clients into the labor market. Funding for the ESE Program cannot be used by the County to fund or supplement the AB98 SEP program.

**Contractor's ESE Program Services:**

Public Authority's ESE program will center on providing participants with the training and supports they need to become successful in both their lives and their work. It will focus on building participants' soft skills, with intensive hands-on training on topics such as communication, interpersonal skills, self-awareness, and boundaries. It will also focus on professional skills such as workplace expectations, organizational skills, planning, time-management, and teamwork and provide support and training in job search, interview skills, and job retention. Staff will work closely with participants to create work plans that will guide each individual's participation in the program. Individual participants will define their own success by setting short-term and long-term goals for the program and, with staff support, will take steps to achieve those goals. Work plans will be used to assess participant progress and achievements and can be updated as needed to reflect changing circumstances.

All participants will be required to attend soft skills trainings each week. In addition to soft skills training, each participant will choose one of two focus tracks. Track 1, the Home Care Track, will consist of both hands-on and online training in the best practices of providing in-home care. This track will include classes such as CPR/First Aid, Cooking on a Budget, Dementia Care, Infectious Disease Control, Lifting and Transferring, Mental Health First Aid, and Job Skills for In-Home Care Providers. Soft skills will be emphasized throughout all Home Care Track in-person trainings and it is expected that successful participants will find work in the home care field.

Track 2, the Production Track will include hands-on assembly work (projects may include assembling home-care toolkits, hygiene kits, or emergency kits, for example). The Production Track will focus on planning, organizational skills, and teamwork and will serve participants who face the most significant barriers to employment and who will need instruction in the most basic of job skills. This track will be a place where participants can work on their soft skills and begin to put their training into practice in a

work environment. It is expected that successful participants in this track will be able to go on to do unskilled manual labor.

In addition to track-specific trainings and soft skills trainings, each participant will have the option of attending health and wellness classes. Topics might include Finding Your Sources of Strength, Budgeting and Banking, Overcoming Anxiety and Depression, and Stress Management. Contractor will work closely with CalWORKS staff to identify additional supports, such as parenting skills classes, anger management classes, or alcohol and drug counseling services. The purpose of these classes is to help participants focus on their personal needs and well-being in order to achieve their employment goals.

Participants will meet individually with their case manager on a weekly basis to check in on their personal and professional goals. Participants who struggle to meet their obligations for participation in the program will receive support in identifying and addressing barriers. Program supports such as scheduling and time-management will be built into the program and each participant will be required to submit and stick to a weekly schedule. Additionally, the program supervisor will identify participants with leadership skills who can provide peer support and counseling to other participants who may be struggling to meet their obligations.

<b>Major activities and timelines</b>	<b>Staff or agency responsible</b>	<b>Documentation/Process Measures</b>	<b>Expected measurable results</b>
Hire and train appropriate staff to implement ESE program within two weeks of contract approval.	Executive Director Program Manager ESE Supervisor	Program is fully staffed within two weeks of contract approval.	2 FTEs program staff and .5 FTE soft skills trainer hired and RUSH contract in place within two weeks of contract approval.
Complete start-up activities, including securing and setting up space and equipment within 1 month of contract approval.	Executive Director Program Manager ESE Supervisor	Training center is up-and running within one month of contract approval.	Fully functioning training center.

<p>Receive referrals from CalWORKS staff. Program staff will be available for same-day drop-in appointments to conduct initial interview, orientation, and paperwork. New referrals will be enrolled in the program within 7 calendar days.</p>	<p>ESE Employment Specialist</p>	<p>Completed work packet submitted to RUSH Personnel Services. Forms will be date stamped.</p>	<p>100% of new participants will meet with ESE Case Manager on the same day as referral.</p>
<p>Participants complete RUSH New Hire Orientation within 7 calendar days of referral. A RUSH representative will be available on-site two days per week. RUSH Personnel Services will be the employer of record for participants and will be responsible for participant payroll, Workers' Comp, coaching, job search and placement activities, and drug testing on an as-needed basis.</p>	<p>RUSH Personnel Services</p>	<p>Number of completed orientations.</p>	<p>90% of participants will complete the New Hire Orientation.</p>
<p>Participants meet with program staff within 7 calendar days of referral to create an individual Work Plan to outline their goals and identify appropriate supports.</p>	<p>ESE Employment Specialist</p>	<p>Completed individual Work Plan Track chosen by participant</p>	<p>90% of participants will create a Work Plan</p>
<p>Participants begin work/training in Track 1 or Track 2 within 14 calendar days of enrollment.</p>	<p>ESE Employment Specialist</p>	<p>Participant attendance</p>	<p>90% of participants will begin work in Track 1 or Track 2 within 14 calendar days.</p>

Participants meet individually with ESE Case Manager on a weekly basis to assess progress on training and goals and receive support as needed.	ESE Employment Specialist	Participant attendance in weekly meeting.	100% of participants will attend weekly meeting. 80% of participants will meet their hourly participation requirement.
Monitor attendance, contact participants regarding absences, and conduct conflict resolution with those failing to meet requirements. Contact CalWORKS staff if all resources have been exhausted and problem remains unresolved.	ESE Employment Specialist	Participant attendance	100% of participants will receive conflict resolution and support to meet their attendance requirements.
Daily reporting of participant attendance. Weekly reporting of participant progress.	ESE Employment Specialist	Attendance report sent to CalWORKS staff daily. Progress report sent to CalWORKS weekly.	All reports are sent on time and include accurate attendance and progress data.
Tracking and reporting of participant progress and outcomes.	ESE Supervisor	Pre- and post-surveys with participants (quantitative and qualitative measures). Tracking of participant attendance.	Accurate reports sent to CalWORKS staff monthly.
Participants will complete training within six months with the opportunity to request an extension of up to six months if needed.	ESE Supervisor ESE Employment Specialist	Tracking of participant progress.	100% of participants will have the opportunity to complete the program with improved soft skills and job search skills.

**Service Prioritization:**

The Public Authority's ESE program will serve all clients referred by CalWORKS staff, but will be specifically designed to serve Tier 1 CalWORKS participants who "have limited work experience, barriers to employment, and/or need basic 'soft' skills training ." The program will have eight full-time (40 hour per week) slots, which can serve up to twelve participants at a time. Participants will receive intensive hands-on training in soft skills while learning best practices for in-home care. Each participant will also create an individualized plan to identify and address personal issues that create barriers to successful employment. We will assist each participant in setting short-term and long-term personal goals and help to connect them with local resources to

address their needs.

**Service Integration:**

Services in the Public Authority's ESE program will be integrated in a variety of ways. First, ESE program staff will work closely with CalWORKS staff to quickly enroll referred participants into the program and to put the necessary supports-- such as childcare or transportation assistance--in place to help participants achieve success. Public Authority staff will report to CalWORKS staff on a daily, weekly, and monthly basis and be available for team meetings if needed. Conflict resolution will be used to address participation issues as they arise. Consultation with CalWORKS staff will be requested only if program staff have been unsuccessful in addressing these issues. Secondly, ESE participants in the home-care track will be trained specifically to integrate into the workforce as in-home care providers. Participants who are interested in working in the home-care field and who show proficiency in home-care and soft skills as a result of their participation in the program will be assisted in finding work in the home care field and may be recruited onto the Public Authority's Registry of care providers to be referred out to IHSS consumers. Thirdly, each participant in the ESE program will work with program staff to identify personal and professional barriers, set goals to address these obstacles, and make a plan for how to achieve their goals using existing social service programs. Drawing on the knowledge, experience, and relationships we have built through our 211 Nevada County program, we will assist program participants in finding and connecting to community programs. Staff will review program participants' goals with them periodically to assure they are taking action to fulfill their goals or to revise their goals when appropriate.

**Additional Provisions:**

- Contractor will provide certification that civil rights/non-discrimination training was provided to all contract staff within 60 days of contract initiation. Attending collaborative Civil Rights training with the County will be encouraged
- 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 agrees that he/she will provide a report to Nevada County Department of Social Services within 60 days of contract initiation as to how and when the aforementioned laws, regulations were communicated to all persons performing services under Contractor's Agreement with the County of Nevada.
- Displacement provisions, as outlined below, will be adhered to at all times: Manuel of Policies and procedures Section 42-720: NONDISPLACEMENT PROTECTION IN WORK ACTIVITIES. A program position may not be created as a result of, or may not result in, any of the following:

**1 Displacement Provisions**

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

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

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

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

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

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

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

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

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

.19 The denial to a participant or employee of protections provided other workers on the worksite under state and federal workplace health, safety, and representation laws..3

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

.31 The CWD shall notify or ensure that an employment or training provider notifies:

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

.312 Non-union employees of the use of CalWORKS Welfare-to-Work participants and the availability of the grievance process described in Section 42-720.4. (a) Display of a poster shall satisfy this requirement.

(1) The poster required by Section 42-720.312(a) shall not identify any welfare-to-work participant

**Social Security Act 42 use § 607 (f)**

(f) Nondisplacement in Work Activities.

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

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

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

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

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

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



**Exhibit "B"**  
**Schedule of Charges and Payments**  
 Nevada Sierra Regional In-Home Supportive Services (IHSS) - Public Authority

County agrees to reimburse Contractor for satisfactory delivery of services pursuant to this Agreement, in a maximum amount not to exceed \$219,976 for the contract term.

The maximum obligation of this Contract is contingent and dependent upon County's receipt of anticipated AB 74 funding for this CalWORKs Program.

Reimbursement for services shall be based on the following Program Budget:

<b>PUBLIC AUTHORITY EXPANDED SUBSIDIZED EMPLOYMENT BUDGET 2014-2015</b>						
<b>ADMINISTRATIVE SALARIES &amp; BENEFITS</b>						
<b>SALARIES</b>						
<b>SALARIES</b>	<b>FTE</b>		<b>RATE</b>	<b>MATCH</b>	<b>COST</b>	<b>MONTHS</b>
ESE Supervisor	1.00		\$20.00		\$18,400	6
ESE Employment Specialist	1.00		\$17.61		\$16,201	6
ESE Educator	0.50		\$20.00		\$9,200	6
Program Manager	0.10		\$35.60		\$4,114	6
Executive Director	0.04		\$45.45		\$2,091	6
<b>BENEFITS</b>						
ESE Supervisor	1.00		\$9		\$7,950	6
ESE Employment Specialist	1.00		\$9		\$7,730	6
ESE Educator	0.50		\$8		\$3,975	6
Program Manager	0.10		\$16		\$1,746	6
Executive Director	0.04		\$18		\$826	6
<b>TOTAL SALARIES &amp; BENEFITS</b>				-	\$72,233	
<b>OPERATING EXPENSES</b>						
Insurance					\$3,000	
Audit					\$2,000	
Rent/Utilities/Phone					\$24,900	

Postage					\$100		
Office Supplies					\$1,243		
Travel					\$50		
Staff Development/ Training					\$1,000		
Maintenance/Repair					\$200		
Books/Publications					\$2,000		
Printing/Publishing					\$100		
Drug Testing					\$1,590		
Sub-contractors - Skills Trainers					\$9,000		
Sub-contractors - Rush Employment Services					\$22,484		
Other (Specify) Bookkeeping and Information Technology Services					\$3,000		
Equipment/Hardware					\$6,000		
Computer Hardware/Software					\$7,092		
Furniture					\$3,000		
<b>TOTAL OPERATING EXPENSES</b>				-	\$86,759		
<b>TOTAL ADMINISTRATIVE SALARIES AND BENEFITS AND OPERATING COSTS</b>					<b>\$158,992</b>		
<b>ENHANCED SUBSIDIZED EMPLOYMENT PARTICIPANT COSTS</b>							
<b>Number of Participants</b>	<b>Hours Per Week</b>	<b>Weeks</b>	<b>Wage</b>	<b>Total</b>	<b>Employer 50% share</b>	<b>County share</b>	<b>NOTES</b>

8	40	19	\$9.00	\$55,440	\$0	\$55,440	First 6 months of participation include 100% reimbursement from County. County will submit claim for 100% Expanded Subsidized Employment Funds.
Benefits/Taxes				\$5,544		\$5,544	
Total Wages and Benefits				\$60,984	\$0	\$60,984	
<b>TOTAL SEP PARTICIPANT WAGES AND BENEFITS (Excludes Employer Share)</b>						<b>\$60,984</b>	
<b>TOTAL ADMINISTRATIVE SALARY AND BENEFITS</b>							<b>\$72,233</b>
<b>TOTAL OPERATING EXPENSES</b>							<b>\$86,759</b>
<b>TOTAL SEP PARTICIPANT WAGES AND BENEFITS</b>							<b>\$60,984</b>
<b>TOTAL CONTRACT</b>							<b>\$219,976</b>

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

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

**Billing and Payment Process:**

Contractor's Responsibilities:

- Participants shall complete and sign the time reports on a monthly basis. The time reports must be signed by the ESE worksite Supervisor and submitted to the Contractor by the 10<sup>th</sup> of the following month.
- Within 5 days of receipt of the time records, Contractor will process time reports for all participants. Along with a monthly report of worksite location, dates worked, and hours worked, Contractor will send the County a monthly invoice which details the total wage costs: wages and

benefits, placement fees collected and used for wages, and the amount to be paid by the County for each participant.

- During the initial development of the worksite agreement with the employer, Contractor shall certify and confirm that the third party's contribution (placement fees) supporting participant wages will not be funded through federal funds or through funds that are used or will be used to satisfy a cost-sharing or matching requirement of another federal program, and are not any type of an in-kind contribution.
- Submit monthly invoices for actual costs incurred under the ESE programs. Invoices will detail operating expenses and staffing costs to include staff hours worked, salary, benefits, and payroll taxes for the contract term.
- To expedite payment, Contractor shall reference on their invoice the County Resolution Number, which has been assigned to their approved Contract.

County's Responsibilities:

- County shall review the monthly invoice and notify the Contractor within fifteen (15) working days if an individual item or group of costs is being questioned. Contractor has the option of delaying the entire claim pending resolution of the cost(s).
- Payments of approved invoices shall be made within thirty (30) days of receipt of a complete, correct, and approved billing.
- County will claim AB 74 funds to offset ESE program costs.

Contractor shall submit monthly invoices for services. Reports shall be due by the 15<sup>th</sup> of the month following the month of service and a final report due July 15, 2015 including a final reconciliation of all funds received under this Agreement and corresponding expenditures. Billing contact for Contractor is:

Department of Social Services  
Attn: Fiscal Staff  
P.O. Box 1210  
Nevada City, California 95959-1210  
(530) 470-2420

**Billing and Payment Exception:**

By the tenth of June, Contractor shall provide an invoice for services rendered for the month of May. By the twentieth of June, Contractor shall provide an invoice for services rendered for the period of June 1 – 15. A final invoice and reconciliation for the month ending June 30, 2015 shall be provided no later than July 15, 2015.