



RESOLUTION No. 16-268

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF A RENEWAL PERSONAL SERVICES CONTRACT WITH THE NEVADA SIERRA REGIONAL IN-HOME SUPPORTIVE SERVICES – PUBLIC AUTHORITY

WHEREAS, the Contractor provides In-Home Supportive Services provider enrollment and timesheet processing; and

WHEREAS, the In-Home Supportive Services Program enables qualified aged, blind and disabled individuals in California to remain in their own homes and avoid institutionalization, and the parties desire to renew the contract for the continuation of services for fiscal year 2016/17; and

WHEREAS, due to new Fair Labor Standards (FLSA) requirements Contractor provides services pertaining to the Final Rule on FLSA in Domestic Services and ensures recipients continue to receive needed in-home care without disruption as these significant program changes require outreach and education to ensure understanding and compliance with the Final Rule.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Personal Services Contract by and between the County and Nevada Sierra Regional In-Home Supportive Services – Public Authority pertaining to the provision of services related to In-Home Supportive Services provider enrollment and timesheet processing for the contract term of July 1, 2016 through June 30, 2017, in the maximum amount of \$196,161 be and is hereby approved, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Contract on behalf of the County of Nevada.

Funds to be disbursed from account: 1589-50103-494-1101/521520.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a special meeting of said Board, held on the 21st day of June, 2016, by the following vote of said Board:

Ayes: Supervisors Nathan H. Beason, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: _____





Dan Miller, Chair

6/21/2016 cc: DSS*
AC*
NSRIHSS

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) **In-Home Supportive Services Provider Enrollment and Timesheet Services.**

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** \$196,161
(§3) **Contract Beginning Date:** 07/01/2016 **Contract Termination Date:** 06/30/2017
(§4) **Liquidated Damages:** N/A

INSURANCE POLICIES

Designate all required policies:

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

LICENSES

Designate all required licenses:

(§14) N/A

NOTICE & IDENTIFICATION

(§33) Contractor: Nevada-Sierra Regional In-Home Supportive Services Public Authority 466 Brunswick Road Grass Valley, California 95945 Contact Person: Ann Guerra Phone: (530) 274-5601 E-mail: anng@ns-pa.org	County of Nevada: 950 Maidu Avenue Nevada City, California 95959 Contact Person: Tamaran Cook Phone: (530) 265-7160 E-mail:
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Funding: 1589-50103-494-1101/521520

CFDA No.: N/A
CFDA Agreement No.: N/A

Contractor is a: (check all that apply)

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

EDD: Independent Contractor Worksheet Required: Yes X No

ATTACHMENTS

Designate all required attachments:

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

AB

Terms

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

Services

1. Scope of Services:

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

Payment

2. Charges and Payments:

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

Time for Performance

3. Contract Term:

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

4. Liquidated Damages:

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

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

5. Time of the Essence:

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

Insurance

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

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

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

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

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

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

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

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

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

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

9. Errors and Omissions:

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

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

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if

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

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

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

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

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

Personal Services

12. Contractor as Independent:

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

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

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



compliance by each transferee, subcontractor and assignee, or to timely provide County with a copy of the required policy endorsement, shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Certificate of Good Standing:

Registered corporations including those corporations that are registered non-profits shall possess a Certificate of Good Standing also known as Certificate of Existence or Certificate of Authorization from the California Secretary of State, and further warrants to shall keep its status in good standing and effect during the term of this Contract.

16. Prevailing Wage and Apprentices:

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

17. Accessibility (County Resolution No. 00190):

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

18. Nondiscriminatory Employment:

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

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

19. Drug-Free Workplace:

Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.

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

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

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

21. Conflict of Interest:

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

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

22. Political Activities:

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

23. Cost Disclosure:

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

Default and Termination

24. Termination:

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

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



c. County, upon giving **seven (7) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract if the County, the Federal Government or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

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

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

25. Suspension:

County, upon giving seven (7) calendar days written notice to Contractor, shall have the right to suspend this Contract, in whole or in part, for any time period as County deems necessary due to delays in federal, state or County appropriation of funds, lack of demand for services to be provided under this contract, or other good cause. Upon receipt of a notice of suspension from County, Contractor shall immediately suspend or stop work as directed by County and shall not resume work until and unless County gives Contractor a written notice to resume work. In the event of a suspension not the fault of the Contractor, Contractor shall be paid for services performed to the date of the notice of suspension in accordance with the terms of this Contract.

Miscellaneous

26. Financial, Statistical and Contract-Related Records:

a. **BOOKS AND RECORDS:** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.

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

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

27. Non-Profit Provisions:

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

a. Reporting Requirements:

Contractor shall submit a report to County no later than thirty (30) days after the aforesaid Contract Termination Date, which report shall identify the status of each service which was provided as described in **Exhibit "A"** (Schedule of Services), and detail all amounts expended as set forth in **Exhibit "B"** (Schedule of Charges and Payments), or otherwise. This report is subject to audit by the Nevada County Auditor/Controller.

b. Supplemental Audit Provisions:

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

(ii) Non-profit Contractors whose contract with the County includes services that will be reimbursed, partially or in full, with Federal funds are also governed by the OMB Super Circular and are required to have a single or program-specific audit conducted if the Contractor has expended \$500,000 or more in Federal awards made on or before December 26, 2014, or \$750,000 or more in Federal awards made after December 26, 2014, during Contractor's fiscal year. Any Contractor who is required to complete an annual Single Audit must submit a copy of their annual audit report and audit findings to County at the address listed in "Notices" §32 of the executed contract within the earlier of thirty (30) days after the Contractor's receipt of the auditor's report or nine (9) months following the end of the Contractor's fiscal year.

28. Intellectual Property:

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

29. Entire Agreement:

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

30. Jurisdiction and Venue:

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

31. Compliance with Applicable Laws:

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



32. Confidentiality:

Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by the County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

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

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

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

33. Notices:

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

34. Authority:

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

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

CONTRACTOR:



Ann Guerra
Executive Director

COUNTY OF NEVADA:



Dan Miller
Chair, Board of Supervisors

Dated: 04-14-16

Dated: 6-21-16

Attest:



Julie Patterson-Hunter
Clerk of the Board of Supervisors



EXHIBIT "A"
SCHEDULE OF SERVICES
NEVADA- SIERRA REGIONAL
IN-HOME SUPPORTIVE SERVICES
PUBLIC AUTHORITY

Nevada-Sierra Regional In-Home Supportive Services (IHSS) Public Authority (PA), hereinafter referred to as "Contractor", shall provide services related to Provider Enrollment and Provider Timesheet Tasks for the Nevada County Department of Social Services, hereinafter referred to as "County".

Contractor shall provide sufficient staff needed for provider enrollment and CMIPS II entry activities:

- Receive initial provider contact and schedule orientations as needed
- Conduct Live Scan fingerprinting, show orientation video and provide a training process
- Receive and store Live Scan results
- Serve as Custodian of Records for Nevada County IHSS DOJ records
- Comply with DOJ Custodian of Record and fingerprinting processes
- Assemble enrollment packets
- Copy and store ID and Social Security cards of all providers
- Administer and store all provider enrollment forms
- Create and maintain provider files
- Enter enrollment data into CMIPSII for new and existing provider enrollment
- Check, log and mail all provider W-4 forms, return incomplete forms to providers
- Process IHSS Provider Change of Address and/or Telephone form, SOC 840, SOC 846, SOC 426 and 426a.
- Complete and assist with Workman's Compensation claims
- Process general exception waivers
- Generate and send initial and replacement timesheets
- Generate and send state-mandated enrollment letters and NOA lite
- Forward Recipient address changes to Department of Social Services, Adult Services Program
- Complete Employee Verification Requests
- Assist with questions about W2s, order duplicates and assist with undeliverable W2s from the State as needed
- Document in CMIPS Recipient Case Notes when there is a provider change or other provider activity that affects the recipient's care.

The PA agrees to follow the Welfare and Institution Code Sec. 23, Section 12305.86 and Sec. 24, Section 12305.87 in regards to the fingerprinting process applicable to IHSS providers: (d) (1) Notwithstanding subdivision (b), a recipient of services under this article who wishes to employ a provider applicant who has been convicted of an offense specified in subdivision (b) may submit to the county an individual waiver of the exclusion provided for in this section. This paragraph shall not be construed to allow a recipient to submit an individual waiver with respect to a conviction or convictions for offenses specified in Section 12305.81.

The code states that: the state and a county shall be immune from any liability resulting from granting an individual waiver under this subdivision. The county extends this immunity of liability also to the Public Authority.

Contractor's responsibilities related to implementation of the Final Rule on the application of Fair Labor Standards (FLSA) to Domestic Services:

1. Educate providers serving more than one consumer regarding their obligation to complete the 2255, receive the SOC 2255, enter travel time in CMIPS, keep a copy in the provider file and provide a copy to each provider.
2. Generate the SOC 2256 for recipients with more than one provider, provide a copy to the recipient and forward to the Social Worker for the recipient file.
3. Match the SOC 2256 with the SOC 2255 to ensure consistency and resolve inconsistencies.
4. Provide and staff a helpline for recipients to request overtime and to answer overtime-related questions. Relay overtime requests to social workers; communicate response in a timely manner to consumers along with a letter confirming approval or denial of overtime.
5. Document in CMIPS case notes the overtime exception request, circumstances requiring overtime and decision.
6. Manage CMIPS queue for overtime exceptions.
7. Provide referrals and, when requested, hiring support, to consumers seeking to hire back-up providers.
8. Complete all CMIPS entry related to overtime regulations.
9. Manage provider violations. Send all related notices; provide violation/mandatory training as required at second violation. Process all grievances and request for appeals per State direction.

The proposed salary and benefits provide for the following full and part-time positions:

- **Employment Specialist:** This position responds to telephone and walk-in inquiries, schedules video viewing and Live Scans, conducts Live Scans, copies ID's, prepares enrollment documents and completes CMIPS II enrollment entry.
- **Registry Manager:** This position supervises enrollment activities, approves payment corrections and serves as the Custodian of the Records for Live Scan results. This position is the contact person for the Department of Justice (DOJ) and the peer provider (who transits live scans to DOJ).

- **Workweek Coordinator:** This position works closely with matched consumers and providers who have complex workweek agreements to ensure adequate coverage and overtime compliance.
- **Receptionist:** This position receives and routes calls and providers attending orientation.
- **Office Manager:** This position manages all human resource functions for program staff.
- **Bookkeeper:** This position creates invoices and financial reports in support of the program.
- **FLSA staff:** This position assists with making sure providers and recipients are complying with FLSA mandates as identified in the FLSA scope of activities.

The following are the proposed operating and administrative costs associated with the program:

The **direct operating costs** during this contract period include:

- **Office supplies** include paper, files folders, staples, pens, labels, rubber stamps and envelopes.
- **Copy machine costs** include the costs of copying enrollment forms, provider ID, mailings to providers related to the enrollment process, timesheets and copier maintenance costs.
- **Rent** based on FTE share
- **Postage** is for mailing enrollment completion letters, as mandated, to consumers and providers; and the occasional mailing of enrollment of packets.
- **Communication** costs are for telephone, internet and website maintenance.
- **Travel** costs are for trips to Truckee or other outlying areas of the county needed to accomplish provider enrollment.
- **Administrative Costs** to cover indirect office related expenses, i.e., utilities, administrative overhead that have not been claimed as a direct expense.

Additionally:

The Contractor's duties related to IHSS provider payroll shall include but are not necessarily limited to:

- Administer tasks related to the Timesheet Queues: These Queues include Timesheet Errors, Timesheet Eligibility Errors, and Timesheets on Hold (70%) and PA.
- Generate, print and mail replacement and supplemental timesheets for providers as needed.
- Provide a "help line" telephone number providers and/or recipients can access to determine check status, order replacement time sheets, request W-2 forms, report incorrect check amount, confirm authorized hours, and receive assistance completing the timesheet. All calls shall be addressed in a timely manner but not to exceed 24 hours (excluding weekends and holidays).
- Provide timesheet completion training and assistance to providers.
- Void, reissue and stop payments in accordance with the procedure detailed by Nevada County
- Assist providers with Direct Deposit

Contractor shall be provided access to the CMIPS II system to complete timesheet tasks and maintain provider/recipient information as needed.

County shall provide a printer to the PA for CMIPS II activities. The printer shall remain the property of the County.

The proposed **salary and benefits** provide for the following part-time position to carry out IHSS payroll functions:

- **Employment Specialist or other designated PA staff:** This position staffs the Timesheet Helpline, assists walk-in providers with various timesheet related tasks, processes payroll queues in CMIPS II and carries out other payroll related tasks.
- **Receptionist:** This position receives and routes calls and providers picking up timesheets.
- **Office Manager:** This position manages all human resource functions for program staff.
- **Bookkeeper:** This position creates invoices and financial reports in support of the program.
- **Executive Director:** Oversees staff and budget activities

The **direct operating costs** during this contract period include:

- **Office Supplies** for general paper, envelopes, etc.
- **Postage** for mailing letters, timesheets and envelopes
- **Rent** based on FTE share
- **Copy machine costs** for printing letters
- **Communication** for the Timesheet Helpline and Internet costs

Parties to this Contract agree to meet after the second quarter, to review the contracted services and to negotiate as mutually agreed upon for any needed revisions to scope and/or and contract maximum.

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
NEVADA- SIERRA REGIONAL
IN-HOME SUPPORTIVE SERVICES
PUBLIC AUTHORITY

The maximum obligation of this contract for satisfactory performance of services as outlined in Exhibit "A" shall not exceed \$196,161 for the entire contract term, and shall be based on the following project budget:

OPERATING BUDGET
July 1, 2016 through June 30, 2017

Enrollment/FLSA

Staffing Costs	\$124,647	
Personnel Salaries	84,221	
Benefits	40,426	
 Direct/Indirect Operating Costs	 \$8,631	
Office Supplies	400	
Copier Costs	1,800	
Rent/Utilities	5,331	
Postage	600	
Equipment/Furniture		
Communications	400	
Travel	100	
 Administrative Costs (12%)	 \$15,993	
 TOTAL ENROLLMENT OPERATING BUDGET		<u>\$149,271</u>

Payroll-Related Services

Staffing Costs	\$37,929	
Personnel Salaries	25,628	
Benefits	12,301	
 Direct/Indirect Operating Costs	 \$3,937	
Office Supplies		
Copier Costs	100	
Rent/Utilities	1,593	
Postage	240	
Communications	2,004	
 Administrative Costs (12%)	 \$5,024	
 TOTAL PAYROLL SERVICES OPERATING BUDGET		<u>\$ 46,890</u>
 TOTAL CONTRACT		<u>\$ 196,161</u>

Contract Maximum is based on reimbursement for actual costs to Contractor for services. As compensation for services rendered to County, Contractor shall be reimbursed for actual expenses incurred in carrying out the terms of the contract. Contractor shall bill County each month, including an itemized and separate accounting for costs incurred for provider time sheet activities and those activities relating to provider enrollment. Contractor agrees to be responsible for the validity of all invoices

BILLING AND PAYMENT

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

- Dates/Month services were rendered
- Billing period covered
- Contract Number assigned to the approved contract
- Cost of services rendered under the components of the contract
- Supporting documentation for staff salary and benefit costs detailed by the individual components of the contract
- Supporting documentation under the components of the contract
- Methodology for sharing total expenses/costs of the PA being billed under this contract

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.

Budget line items within the budget may be increased or decreased by using funds from other line items by no more than twenty percent (20%) of their original amounts. Should the categories budgeted above change by more than twenty percent (20%); a budget modification shall be submitted for approval. The Department of Social Services at its sole discretion shall determine if the change in the operating budget will continue to meet the outcomes of the Agreement.

Contractor shall submit monthly invoices for services to:

Department of Social Services
Attn: Fiscal Staff
PO Box 1210
Nevada City, California 95959-1210

BILLING AND PAYMENT EXCEPTION

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