



# RESOLUTION No. 17-332

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION APPROVING EXECUTION OF A RENEWAL PERSONAL SERVICES CONTRACT WITH CHILD ADVOCATES OF NEVADA COUNTY

WHEREAS, the Patient Protection and Affordable Care Act of 2010 authorized the creation of the Maternal, Infant and Early Childhood Home Visiting (MIECHV) Program to promote and improve the health, development and well-being of at-risk children and families through evidence-based home visiting programs, and the California Department of Public Health (CDPH), Maternal, Child and Adolescent Health (MCAH) Division is implementing MIECHV in the state as the California Home Visiting Program (CHVP); and

WHEREAS, under this Agreement, Child Advocates of Nevada County shall continue to provide county-wide delivery of the Healthy Families America (HFA) model for home visiting services; and

WHEREAS, Healthy Families America is a national model designed to help expectant and new parents get their children off to a healthy start; and

WHEREAS, the primary program goal is to prevent child abuse, maltreatment and/or neglect before it starts. This goal is achieved through regular home visitation and by:  
1) identification of family's strengths and goals, 2) positive development of parent-child relationships, 3) healthy childhood development, and 4) enhanced family functioning.

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 of Nevada and Child Advocates of Nevada County pertaining to the provision of Healthy Families America (HFA) home visiting program services as a component of the County's implementation of the California Home Visiting Program (CHVP) for the contract term of July 1, 2017 through June 30, 2018, in the maximum amount of \$649,472, be and hereby is 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- 40114-492-3415/521525.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 27th day of June, 2017, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, 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: \_\_\_\_\_



\_\_\_\_\_  
Hank Weston, Chair

6/27/2017 cc:

PH\*  
AC\*  
CAoNC

**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

**CHILD ADVOCATES OF NEVADA COUNTY**

(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 Healthy Families America (HFA) home visiting program services as a component of the County's Implementation of the California Home Visiting Program (CHVP).**

**SUMMARY OF MATERIAL TERMS**

(§2) **Maximum Contract Price:** \$649,472  
(§3) **Contract Beginning Date:** 07/01/2017 **Contract Termination Date:** 06/30/2018  
(§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>	<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)	<b>Workers' Compensation</b>	<u>X</u>	<u>    </u>
(§9)	<b>Errors and Omissions</b> (\$1,000,000)	<u>X</u>	<u>    </u>

**LICENSES**

Designate all required licenses:

(§14) All licenses as may be required to perform professional services contemplated under this Contract

**NOTICE & IDENTIFICATION**

(§33) **Contractor: Child Advocates of Nevada County** **County of Nevada:**  
200 Providence Mine Road, Suite 208 950 Maidu Avenue  
Nevada City, California 95959 Nevada City, California 95959  
Contact Person: Marina Bernheimer, Exec. Dir. Contact Person: Cynthia Wilson, RN, PHN  
Phone: (530) 265-9550 ext. 223/fax 265-4410 Phone: (530) 265-7269  
E-mail: marina@caofnc.org E-mail: Cynthia.Wilson@co.nevada.ca.us

**Funding:** 1589-40114-492-3415/521525 **CFDA No.:** 93.505  
**CFDA Agreement No.:** 15-10165

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

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

**EDD:** Independent Contractor Worksheet Required:      Yes X No

**ATTACHMENTS**

Designate all required attachments:

	Req'd	Not Req'd
<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>
<b>Exhibit E: Uniform Administrative Requirements</b> (CFDA-Funded)	<u>X</u>	<u>    </u>

MB

### Terms

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

### Services

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

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

### Payment

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

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

### Time for Performance

#### 3. **Contract Term:**

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

#### 4. **Liquidated Damages:**

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

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

#### 5. **Time of the Essence:**

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

### Insurance

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

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



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

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

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

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

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

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

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

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

**9. Errors and Omissions:**

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

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

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



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

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

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

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

#### **11. Indemnity:**

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

### **Personal Services**

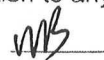
#### **12. Contractor as Independent:**

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

#### **13. Assignment and Subcontracting:**

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

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



other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

**14. Licensing and Permits:**

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

**Public Contracts**

**15. Certificate of Good Standing:**

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

**16. Prevailing Wage and Apprentices:**

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

**17. Accessibility (County Resolution No. 00190):**

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

**18. Nondiscriminatory Employment:**

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

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

**19. Drug-Free Workplace:**

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

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

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

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

**21. Conflict of Interest:**

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

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

**22. Political Activities:**

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

**23. Cost Disclosure:**

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

**Default and Termination**

**24. Termination:**

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

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





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

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

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

**25. Suspension:**

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

**Miscellaneous**

**26. Financial, Statistical and Contract-Related Records:**

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

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

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

**27. Non-Profit Provisions:**

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



**a. Reporting Requirements:**

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

**b. Supplemental Audit Provisions:**

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

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

**28. Intellectual Property:**

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

**29. Entire Agreement:**

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

**30. Jurisdiction and Venue:**

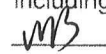
This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

**31. Compliance with Applicable Laws:**

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

**32. Confidentiality:**

Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by the County, including





personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

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

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

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

**33. Notices:**


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

**34. Authority:**

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

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

CONTRACTOR:

  
Marina Bernheimer  
Executive Director

COUNTY OF NEVADA:

  
Hank Weston  
Chair, Board of Supervisors

Dated: 6/7/17

Dated: 6/27/2017

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

**EXHIBIT "A"**  
**SCHEDULE OF SERVICES**  
**CHILD ADVOCATES OF NEVADA COUNTY**

Child Advocates of Nevada County, hereinafter referred to as "Contractor" shall provide Healthy Families America (HFA) home visiting program services as a component of the County's implementation of the California Home Visiting Program (CHVP) for the County of Nevada, Public Health Department, hereinafter referred to as "County".

Program Overview:

The Patient Protection and Affordable Care Act of 2010 authorized the creation of the Maternal, Infant and Early Childhood Home Visiting Program (MIECHV) to promote and improve the health, development and well-being of at-risk children and families through evidence-based home visiting programs. The California Department of Public Health, Maternal, Child and Adolescent Health (CDPH/MCAH) Division is implementing MIECHV as the California Home Visiting Program (CHVP) in the state. The purpose of this program is to: (1) provide leadership and coordinate maternal and early childhood systems and supports to advance federal, state, and local efforts to improve the health and well-being of families in California; (2) cultivate strong communities; (3) promote maternal health and well-being; (4) improve infant and child health development; and (5) strengthen family functioning.

Program Statement:

Contractor shall enroll new clients to maintain a caseload of 100 actively served clients during the course of this Agreement. Contractor shall assure program integrity and fidelity in accordance to the selected evidence-based model, in this case the Healthy Families America (HFA) model. Program shall be in accordance and meet all CHVP program requirements/ guidelines.

Healthy Families America is a national model designed to help expectant and new parents get their children off to a healthy start. The primary program goal is to prevent child abuse, maltreatment and/or neglect before it starts. This goal is achieved through regular home visitation and by: 1) identification of family's strengths and goals, 2) positive development of parent-child relationships, 3) healthy childhood development, 4) enhanced family functioning.

Service Area:

Contractor shall provide services throughout Nevada County (both Eastern and Western County Regions).

Scope of Services:

Contractor's responsibilities shall include, but not necessarily be limited to the following:

- Collaborate with County's MCAH (Maternal, Child and Adolescent Health) Director and / or Coordinator to implement CHVP Scope of Work and HFA protocols.
- Collaborate with County's MCAH Director and/or Coordinator to develop a strong network of community services; addressing gaps in local services and supports; enhancing cross

agency coordination, collaboration and communication; integration of home visiting services for children and families; and prevention of services duplication.

- Contractor shall support County's MCAH Director and/or Coordinator in implementation of Moving Beyond Depression, an evidence-based program utilizing multi-disciplinary teams to address perinatal depression.
- Contractor and County's MCAH Director and/or Coordinator shall work cooperatively to further the state's effort to build a high quality comprehensive and coordinated statewide early childhood system.
- Contractor and County's MCAH Program personnel shall collaborate to provide high-quality home visiting services to families in Nevada County, including the sharing of client information as needed and requested by MCAH Program personnel for the purpose of case coordination.
- Contractor in conjunction with County's MCAH Director and/or Coordinator shall maintain a Community Advisory Board (CAB). Contractor and MCAH Director and/or Coordinator shall oversee the CAB and the CAB activities shall include:
  - Quarterly meetings,
  - Maintenance of meeting minutes,
  - A list of CAB membership to be available to CDPH upon request,
  - Assist in providing information on program operation and implementation, quality assurance/improvement, child and family advocacy, and public awareness regarding home visiting,
  - Establish or improve system of care improvements, interagency coordination, information sharing, and referral system.

#### Staffing:

Staffing is a critical component of HFA programs, which places a high priority on recruiting qualified staff who not only have direct service experience, but who have strong interpersonal and communication skills and a willingness to work with families with culturally diverse backgrounds. Contractor shall provide personnel sufficient to carry out services under this Agreement, and to deliver services to 100 clients. Contractor shall maintain at all times trained staff, which understands and maintains confidentiality of clients and records. Staffing for the program shall at least include the following positions:

- Executive Director
- Bookkeeper
- Operations Manager
- Program Manager
- Supervisors
- Family Support Workers (FSWs)
- Family Assessment Workers (FAWs)
- Quality Assurance Technician

Contractor's staff shall participate in required trainings and staff trainings as needs are identified, such as: computer trainings, including *ETO (Efforts to Outcomes)*, which is required for any staff inputting program data; as well as any other CHVP required trainings, including those which may be announced via future CHVP Program Letter(s).

### Referrals and Enrollment:

Pregnant women shall be referred to the Healthy Families America Program through their local health care provider/ agency or other community partners. A one page screening tool shall be made available to all community Obstetricians/ Gynecologists (OB/GYN) practitioners. After completion by the patient, this screening document shall be forwarded to Child Advocates. The Contractor's Program Manager shall review the completed screening tool and forward to the Family Assessment Worker who shall contact the family for a more thorough interview. The Family Assessment Worker shall assess the risk and assign the family to the HFA program or another program/community resource that may more appropriately fit that family's particular needs. Contractor shall assess and enroll eligible families for HFA services and shall link non-qualifying referred families and/ or families referred after the program has reached full capacity to other community resources. Contractor shall also conduct outreach activities to at-risk groups, areas, and other service providers to ensure that other appropriate, eligible clients are identified and referred to HFA.

The Program is completely voluntary, and all services shall be offered to participants free of charge. Participants are eligible to receive program services from pregnancy up to the time their child is three per CHVP guidelines, or with CHVP authorization up to age five (5) or when the child is school-ready, e.g. begins kindergarten.

Contractor shall develop, enter into and maintain MOUs, letters of support, or agreements with community agencies and other service providers. Contractor and MCAH Director/Coordinator shall facilitate coordination and integration of services throughout the County including government agencies and other community programs/services. Contractor shall develop a clear point of contact (person(s) liaison) with collaborating agencies and share information on a regular basis as it relates to outreach, referrals, enrollments, care coordination, etc.

### Implementation of HFA Services:

Contractor shall implement home visiting services following the HFA model and CHVP requirements.

- ✓ Appropriate staff shall complete documentation of home visiting notes within 2 business days of occurrence and enter information into the data management system as required.
- ✓ Contractor's home visiting staff shall administer screening/assessments (e.g. ASQ, ASQ-SE, Edinburgh Postpartum Depression Scale, WEB, HOME, etc.) at scheduled times or whenever parent/caregiver concerns arise.
- ✓ For each identified concern, based on screening tools, clinical assessment, or parental concern, the mother and/or child shall receive a referral(s) to available community resources.
- ✓ Home visitor shall follow-up with the family regarding outcome of referral.
- ✓ Maintain access to, or develop an updated list of community referral resources including hospitals, health care providers, and community agencies. Domains shall include:
  - Maternal, Infant and Child Health
  - Mental Health
  - Early Childhood Development
  - Substance Abuse

- Domestic Violence Prevention
- Child Maltreatment Prevention
- Child Welfare
- Education
- Other social and health services

- ✓ Assess mother for alcohol, tobacco, and illicit drugs and refer as appropriate.
- ✓ Educate women regarding early and adequate prenatal care.
- ✓ Refer to prenatal provider, and use Comprehensive Perinatal Services Program (CPSP) provider when available.
- ✓ Identify and address barriers to keeping prenatal appointments.
- ✓ Make referrals and assist clients to enroll in Medi-Cal, Access for Infants and Mothers (AIM), and other low cost/no cost insurance programs for health care coverage.
- ✓ Educate women on appropriate use of Emergency Department.
- ✓ Educate on family planning and use of different types of contraceptives and refer to appropriate agencies.
- ✓ Educate women on the signs and symptoms of maternal depression.
- ✓ Identify community partners with expertise in management of postpartum depression/perinatal mood disorder and make referrals when appropriate.
- ✓ Educate families to understand the importance of well-child visits and immunizations. Support parents to adhere to scheduled well-child visits and immunization schedules.
- ✓ Educate families regarding home safety measures and injury prevention, including safe infant sleeping environments.
- ✓ Provide resources to parents to prevent child abuse.
- ✓ Model appropriate parenting skills and refer to parenting classes, counseling, or other support services.
- ✓ Provide emotional support to the family.
- ✓ Look for signs of child abuse and/or neglect through observation at each home visit.
- ✓ Provide education and educational materials (e.g. brochures, videos) related to child safety, safe home environment, and injury prevention.
- ✓ Administer the Home Safety Checklist according to CHVP requirements.
- ✓ Contractor shall integrate the *Strengthening Families* framework and protective factors to promote high-quality parenting behavior and the parent-child relationship. Protective Factors include:
  - Parental Resilience
  - Social Connections
  - Concrete Support in Times of Need
  - Knowledge of Parenting and Child Development
  - Social and Emotional Competence of Children-  
[www.strengtheningfamilies.net](http://www.strengtheningfamilies.net)
- ✓ Assist families in improving the quality of the child's home environment and the extent of stimulation available to the child.
- ✓ Provide anticipatory guidance and education regarding importance of developmental screening.
- ✓ Administer all required assessments at specified intervals as required by CHVP.
- ✓ Conduct assessment of family stress level, social support, and parental emotional well-being using CHVP required assessment tools.



- ✓ Home visitor shall screen for relationship related issues and domestic violence at specified intervals or as needed.
- ✓ The home visitor shall refer women to domestic violence services as needed (either based on screening tools, by clinical assessment, or mother's concern).
- ✓ Home visitor shall assist women experiencing domestic violence with the implementation of a safety plan created with DVSAC and the Tahoe Safe Alliance (TSA) in Truckee. Revisit/update the plan as needed.
- ✓ Assist parents in developing an economic self-sufficiency plan. Refer to community resources, job training, and employment events.
- ✓ Screen women for presence of reproductive coercion and provide information and resources.
- ✓ Refer screen-positive women to providers to obtain coercion-resistant birth control methods and counseling.
- ✓ Provide emotional support.
- ✓ Assist parents to develop a plan to achieve educational and employment goals.
- ✓ Supervisors are required to manage staff activities using reflective supervision based on HFA model requirements.
- ✓ Contractor shall verify the accuracy, validity and completeness of data input into the data system.
- ✓ Participate in model-specific quality assurance activities and any CHVP-directed Continuous Quality Improvement (CQI) activities to be developed.
- ✓ Identify areas in need of improvement and develop plan to address deficiencies.
- ✓ Coordinate communication of quality assurance/improvement with the Community Advisory Board (CAB) or other community collaborative designee to address quality improvement needs.
- ✓ Contractor shall cooperate with CHVP external program evaluators as needed.
- ✓ Contractor is responsible for collection of all data/ information that may be needed for grant reporting requirements or for verification of program benchmarks. Information/data is due to County MCAH Director and or/ Coordinator at least two (2) weeks before state deadline.
- ✓ Contractor shall remain in close communication with the County's MCAH Director and/or Coordinator and meet as needed to discuss program development or for resolution of any program problem/dispute.



**EXHIBIT "B"**  
**SCHEDULE OF CHARGES AND PAYMENTS**  
**CHILD ADVOCATES OF NEVADA COUNTY**

County shall pay to Contractor a maximum amount not to exceed \$649,472 for satisfactory performance of services in accordance with Exhibit "A" for the contract term. The Contract maximum is based on reimbursement for actual costs incurred for carrying out the terms of this Contract. Contractor agrees to be responsible for the validity of all invoices. The maximum amount is based on the budget in Attachment "A".

Expense Categories (personnel/operating expenses/ startup costs) within the budget may be increased or decreased using funds from other expense categories by no more than 25% of their original amounts with approval by the MCAH Director and/ or Coordinator. Contractor shall submit a written explanation of the need for any adjustments to the MCAH Director and/ or Coordinator. County reserves the right to deny any such change on any line item.

The Contract maximum is contingent and dependent on County's receipt of anticipated CHVP program funding; and subject to County Board of Supervisors approval of the Public Health Department's budget expenditure for this contract for F/Y 2017/18.

Travel/ mileage reimbursement shall not exceed the current reimbursement rate determined by the CDPH.

Any equipment purchased with funds under this Agreement shall remain the property of CDPH MCAH/CHVP pursuant to Grant Agreement No. 201129/201229/201329/15-10165.

**Billing and Payment:**

Payment Schedule:

- Upon full execution of this Contract and upon receipt of an invoice and a statement of the actuals for the prior month, the County shall advance 1/12<sup>th</sup> equal monthly increments for the provision of services plus or minus the variance between prior month actuals and the prior month advance.

For example the following scenario would result in a May payment as follows:

May Advance (unadjusted)	= \$57,583
April Variance ( <i>Advance \$57,583 less actual expenses \$52,000</i> )	= - (5,583)
<b>Adjusted May Advance = \$57,583- \$5,583</b>	<b>= \$52,000</b>

- The Public Health Department may approve an increase or decrease from the monthly incremental payment rate for project expenditures if justified. This increase or decrease would result in the monthly payments to be adjusted.
- A reconciliation of expenses under this contract shall be provided to the County no later than 15 days after the final day of the multi-year grant period.
- Any unspent funds shall be remitted to the County no later than 30 days after the final day of the multi-year grant period.



Contractor's Invoices shall include the following:

- The Nevada County Board of Supervisors Resolution Number assigned to their Contract.
- The number of clients enrolled in the program at the end of the month being invoiced with a breakdown of how many clients served were located in Eastern and Western County.
- The number of home visits provided in the month being invoiced with a breakdown of how many home visits occurred in Eastern and Western County.

Contractor shall submit invoices for services to:

Health & Human Services Agency  
Attn: PH Fiscal  
950 Maidu Avenue  
Nevada City, California 95959

MB

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

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

1. This Subrecipient Agreement is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapter I, Chapter II, Part 200 et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance"). A copy of these regulations are available at the Nevada County Clerk of the Board's Office located at 950 Maidu Avenue, Nevada City, CA 95959.
2. Subrecipient hereby certifies to the best of its knowledge that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five (5%) percent owners are excluded or debarred from participating in or being paid for participation in any Federal program. Subrecipient shall be required to certify its disbarment status annually, prior to receiving funds each fiscal year.
3. Subrecipient agrees to comply with all requirements imposed on the pass-through entity pursuant to the Uniform Guidance, including but not limited to 2 CFR Sections 200.100 to 200.113 and Section 200.331. The CFDA Funding Agreement requires that all Subrecipients and their subcontractors be governed by and construed in accordance with all applicable laws, regulations and contractual obligations set forth in the CFDA Funding Agreement through which this Agreement is funded. A full copy of the CFDA Funding Agreement for this Agreement is available at the Clerk of the Board's Office located at 950 Maidu Avenue, Nevada City, CA 95959.
4. Subrecipient acknowledges that this Agreement is funded in whole or in part with Federal funds. Nevada County and non-profit organizations that expend a combined total of more than \$750,000 of federal financial assistance (from all sources) in any fiscal year must have a single audit for that year. A letter confirming that an audit will be conducted must be provided to Nevada County stating that the Contractor has expended more than \$750,000 in total federal funds and will comply with the federal Single Audit Act and the requirements of the OMB Uniform Guidance.
5. Subrecipient acknowledges that its program is subject to a Risk Assessment/Monitoring Program annually, as established by the County, which contains the following components:
  - A review of required reports
  - Verification of audits
  - Methodology to address noncompliance
  - Issuance of management decision on audit findings within six (6) months
  - On site reviews
  - Training and technical assistance to Subrecipient

Contractor approves this page

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<b>BUDGET SUMMARY</b>	<b>FISCAL YEAR</b> 2017-18	<b>BUDGET</b> ORIGINAL	<b>BUDGET STATUS</b> ACTIVE	<b>BALANCE</b> (649,472)
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Program: California Home Visiting Program	UNMATCHED FUNDING										
Agency: 15-10165 Nevada											
Sub#: _____	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
TOTAL FUNDING	%	CHVP	%								
ALLOCATION(S) →											

EXPENSE CATEGORY											
(II) PERSONNEL	460,584		460,584								
(III) OPERATING EXPENSES	92,024		92,024								
(III) CAPITAL EXPENDITURES											
(IV) OTHER COSTS											
(V) INDIRECT COSTS	49,479		49,479								
(VI) TRAVEL COSTS	3,170		3,170								
(VII) SUBCONTRACTS											
(VIII) FRINGE BENEFITS COSTS	44,216		44,216								
<b>BUDGET TOTALS*</b>	649,472	100.00%	649,472								
<b>BALANCE(S) →</b>			(649,472)	The budget is out of balance. Please revise.							

TOTAL CHVP      649,472 → 649,472

<b>\$</b>	<b>649,472.00</b>	<b>Maximum Amount Payable from State and Federal resources</b>
WE CERTIFY THAT THIS BUDGET HAS BEEN CONSTRUCTED IN COMPLIANCE WITH ALL MCAH ADMINISTRATIVE AND PROGRAM POLICIES.		
<i>Catherine Anderson</i> MCAH PROJECT DIRECTOR'S SIGNATURE	<i>6/6/17</i> DATE	<i>[Signature]</i> 6/6/17 AGENCY FISCAL AGENT'S SIGNATURE      DATE

STATE USE ONLY - TOTAL STATE AND FEDERAL REIMBURSEMENT	PCA Codes	CHVP	Agency						
(I) PERSONNEL		460,584							
(II) OPERATING EXPENSES		92,024							
(III) CAPITAL EXPENSES									
(IV) OTHER COSTS									
(V) INDIRECT COSTS		49,479							
(VI) TRAVEL		3,170							
(VII) SUBCONTRACTS									
(VIII) FRINGE BENEFITS		44,216							
Totals for PCA Codes	649,472	649,472							

Contractor approves this page *mb*