

Nevada County, California
MEMORANDUM OF UNDERSTANDING (MOU)
Pertaining to Career Pathways Program

I. DECLARATION

This MOU is entered into by and between **the COUNTY OF NEVADA, through its Department of Social Services (DSS)** and the **NEVADA-SIERRA CONNECTING POINT PUBLIC AUTHORITY** referred to hereafter as the "**Parties**", for the purpose of coordinating **Career Pathways cost claiming and reimbursement**. The purpose of this MOU is to identify the roles and responsibilities of each of the Parties.

II. BACKGROUND

NEVADA-SIERRA CONNECTING POINT PUBLIC AUTHORITY operates the In-Home Supportive Services (IHSS) program supporting the independence of seniors and people with disabilities. **NEVADA-SIERRA CONNECTING POINT PUBLIC AUTHORITY** serves providers and recipients in **NEVADA** Counties.

The 2021 Budget Act included \$288 million Local Assistance funding for Career Pathways. The Adult Programs Division (APD) reserved a portion of this \$288 million for counties and Public Authorities/Nonprofit Consortiums (PA/NPCs) to provide Career Pathways trainings to In-Home Supportive Services (IHSS) providers between October 1, 2022 and September 30, 2024.

The passage of Assembly Bill 172, (Statutes 2021, Chapter 696) amended Welfare and Institution Code (W&IC) Section 12316.1, establishing the Career Pathways Program for providers of IHSS to increase the quality of care, recruitment and retention of providers for recipients, and to provide training opportunities for career advancement in the home care and health care industries. Providers who have completed provider enrollment and are eligible to work for a recipient, including registry and emergency backup providers, may participate in the Career Pathways Program.

The purpose of this MOU is to identify the specific and general responsibilities of each participating agency within the framework of Career Pathways trainings. This MOU conforms to applicable federal and state laws and shall be updated as required pursuant to any change in federal and state laws to ensure compliance.

III. ROLES AND RESPONSIBILITIES

NEVADA-SIERRA CONNECTING POINT PUBLIC AUTHORITY agrees to:

1. Submit all necessary applications, budgets, class/training curriculum and any additional required documents for the Career Pathways program.
2. Provide DSS required documents for claiming costs to the Career Pathways program per All County Letters (ACL), County Fiscal Letters (CFL) including but not limited to ACL 19-101, ACL 22-65, CFL 21/78, ACL 23-33 and ACL 24-02.
3. Submit accurate and timely billings of allowed costs for the Career Pathways program to be included in the County's SOC 448 invoice.

4. The Career Pathways program is operated by Nevada-Sierra Connecting Point independent of Nevada County Department of Social Services.

DSS agrees to:

1. Work in partnership with **NEVADA-SIERRA CONNECTING POINT PUBLIC AUTHORITY** to submit accurate and timely claims for the Career Pathways program on the County's SOC 448 invoice.
2. Provide a venue to allow the claiming of allowable Career Pathways administrative costs.

IV. GENERAL PROVISIONS

A. INDEMNIFICATION

To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.

B. INSURANCE

It is agreed that NEVADA-SIERRA CONNECTING POINT PUBLIC AUTHORITY and COUNTY shall each maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than Two Million Dollars (\$2,000,000) to cover all of its operations. Specifically, but not limited to not less than Two Million Dollars (\$2,000,000) General Liability, One Million Dollars (\$1,000,000) Automobile Liability, One Million Dollars (\$1,000,000) Workers' Compensation, and One Million Dollars (\$1,000,000) Professional Liability (E&O).

C. CONFIDENTIALITY AND RECORDS

Confidentiality: Both Parties and their officers, employees, agents and subcontractors shall comply with W&IC Section 10850, 45 Code of Federal Regulations (CFR) Section 205.50 and all other applicable provisions of law which provide for the confidentiality of records and

prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&IC Section 10850 or by 45 CFR Section 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by **NEVADA-SIERRA CONNECTING POINT PUBLIC AUTHORITY** from access to any such records, and from contact with its clients and complainants, shall be used by **NEVADA-SIERRA CONNECTING POINT PUBLIC AUTHORITY** only in connection with its conduct of the program under this contract. **DSS**, through the Director, shall have access to such confidential information and records to the extent allowed by law and such information and records in the hands of **DSS** shall remain confidential and may be disclosed only as permitted by law.

Maintenance and Availability of Records: **NEVADA-SIERRA CONNECTING POINT PUBLIC AUTHORITY** shall prepare and maintain all reports and records that may be required by Federal, State or **DSS** rules and regulations and shall furnish such reports and records to **DSS** and to the State and Federal governments, upon request.

Retention of Records: **NEVADA-SIERRA CONNECTING POINT PUBLIC AUTHORITY** shall maintain and preserve all records related to this MOU (and shall assure the maintenance of such records in the possession of any third-party performing work related to this MOU) for a period of five (5) years from the date of final payment under this MOU and beyond the five-year period until any pending litigation, claim, negotiation, audit exception or other action involving this contract is resolved.

D. TERM

This MOU shall take effect on October 1, 2022 for one year and shall be reviewed prior to renewal on September 30, 2024. Either Party may terminate this MOU by giving thirty (30) days' written notice to the other Party. This MOU is contingent upon available funding and may be renewed or renegotiated upon mutual written consent of all Parties.

E. FISCAL

The maximum reimbursement under this agreement shall be \$309,870 or the actual reimbursed costs, whichever is less. **DSS** shall submit a quarterly claim to CALIFORNIA DEPARTMENT OF SOCIAL SERVICES (CDSS) for reimbursement.

All invoices must be submitted to **DSS** no later than 15 days after the end of the quarter or after termination of this MOU. Reimbursement to **NEVADA-SIERRA CONNECTING POINT PUBLIC AUTHORITY** shall be made upon **DSS**' receipt of funds.

NEVADA-SIERRA CONNECTING POINT PUBLIC AUTHORITY shall be financially responsible for audit exceptions on disallowances by the State and Federal Government.

NEVADA-SIERRA CONNECTING POINT PUBLIC AUTHORITY shall provide audit records in compliance with 2 CFR Part 200 Subparts E and F (previously OMB Circular A-122) and provide a copy of the organizational wide audit annually. Failure to do so may end in the denial of payment under this or subsequent MOU's.

F. ASSIGNMENT

This MOU and the rights and duties hereunder shall not be assigned in whole or in part without the express written consent of the parties.

G. INDEPENDENT CAPACITY

For purposes of this MOU, each party shall each act in an independent capacity and not as officers, employees or agents of the other. Nothing in this MOU establishes, constitutes or will be construed as establishing or constituting a partnership, agency, or employment relationship between the parties. Persons providing services under this MOU shall remain the employees of their respective agencies, and shall not be employees of the other.

H. NO THIRD PARTY BENEFICIARIES

The parties to this MOU do not intend for any third party to obtain a right by virtue of this MOU.

I. ATTORNEYS' FEES; VENUE; GOVERNING LAW

If any party commences any legal action against another party arising out of this MOU or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this MOU shall be brought in Nevada County, California, or in the United States District Court for the Eastern District of California, depending on the venue of the alleged action. This MOU shall be governed by and construed in accordance with the laws of the State of California.

J. MODIFICATION

This MOU and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

K. SEVERABILITY

If any of the provisions contained in this MOU are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the MOU as a whole.

L. INTEGRATED AGREEMENT

This is an integrated MOU and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

M. JOINT PREPARATION OF MOU

The parties agree that they all participated in the drafting of this MOU and if subsequently in the MOU's interpretation a claim of ambiguity arises that claim should not be construed against any party.

V. NOTICE

Notice to the Parties in connection with this MOU shall be given personally or by regular mail addressed as follows:

Tim Giuliani
Executive Director
Nevada-Sierra Connecting Point Public
Authority
208 Sutton Way
Grass Valley, CA. 95945

Rachel Peña, LCSW
Director
Nevada County Department of Social Services
988 McCourtney Rd.
Grass Valley, CA 95949

VI. EXECUTION

The undersigned represent that they are authorized representatives of the parties. This MOU may be executed in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same document. Photographic copies of the signed counterparts may be used in lieu of the originals for any purpose.

BY

Tim Giuliani
Executive Director
Nevada-Sierra Connecting Point Public Authority

Rachel Peña
Director of Social Services
County of Nevada

Date

Date