



RESOLUTION No. 23-568

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF A CONTRACT WITH CHILD ADVOCATES OF NEVADA COUNTY FOR THE PROVISION OF HEALTHY FAMILIES AMERICA (HFA) HOME VISITING PROGRAM SERVICES AS A COMPONENT OF THE CALIFORNIA HOME VISITING PROGRAM (CHVP) STATE GENERAL FUND (SGF) EVIDENCE BASED HOME VISITING PROGRAM IN THE MAXIMUM AMOUNT OF \$150,000 FOR THE TERM OF JULY 1, 2023 THROUGH JUNE 30, 2024

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, CDPH/CHVP SGF-funded LHJs are approved to implement and/or expand Healthy Families America (HFA), Nurse Family Partnership (NFP), or Parents as Teachers (PAT) home visiting programs in accordance with State requirements to achieve positive outcomes; and

WHEREAS, under this agreement, Child Advocates of Nevada County shall expand its capacity to provide county-wide delivery of a second curriculum model, Parents As Teachers (PAT), for home visiting services CANC will continue to provide home visiting utilizing the Healthy Families America Curriculum. These programs originate from separate funding sources, and can be braided, but not blended; and

WHEREAS, Parents As Teachers 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 Professional Services Contract by and between the County and Child Advocates of Nevada County for the provision of Healthy Families America home visiting program services as a component of the California Home Visiting Program State General Fund Evidence Based Home Visiting program for the contract term of July 1, 2023 through June 30, 2024, in the maximum amount of \$150,000.00 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 / 521520

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 5th day of December, 2023, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout,
Susan Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By:

Heidi Hall, Deputy AB

Edward C. Scofield
Edward C. Scofield, Chair

Contract No. RES 23-568

Contract Description: 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).

**PROFESSIONAL SERVICES CONTRACT
FOR HEALTH AND HUMAN SERVICES AGENCY**

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of December 5, 2023 by and between the County of Nevada, ("County"), and Child Advocates of Nevada County ("Contractor") (together "Parties", individual "Party"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed One Hundred Fifty Thousand Dollars (\$150,000.00).**
3. **Term** This Contract shall commence on July 1, 2023. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: June 30, 2024.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The Parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A or elsewhere in this Contract shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither Party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.
8. **Liquidated Damages**
Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated

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

9. **Relationship of Parties**

9.1. **Independent Contractor**

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

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

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

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

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions set forth herein, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a material breach of this Contract, 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.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.

12. **Hold Harmless and Indemnification Contract** 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.
13. **Certificate of Good Standing** Contractors who are 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 shall keep its status in good standing and effect during the term of this Contract.
14. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.
15. **Contractor without additional compensation** Contractor's personnel, when on County's premises and when accessing County's network remotely, shall comply with County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by County's Chief Information Officer or their designee.
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 section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
- Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
 - Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.

- Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and each subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
 - The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
17. **Accessibility** It is the policy of County that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct services are and shall be accessible to all persons.
18. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation, or any other legally protected category, in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
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. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
21. **Financial, Statistical and Contract-Related Records:**
- 21.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.
- 21.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records, including general business 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.
- 21.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the correct amount owed during the audit period.
22. **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.

23. **Termination.**

- A. A material breach, as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this 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) calendar days written notice to Contractor.**
- C. Either Party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of Contractor, 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 Contractor has no control.
- D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.
- E. Any notice to be provided under this section may be given by the Agency Director.
- F. Suspension: County, upon giving seven (7) calendar days written notice to Contractor, shall have the right to suspend this Contract, in whole or in part, for any time period as County deems necessary due to delays in Federal, State or County appropriation of funds, lack of demand for services to be provided under this contract, or other good cause. Upon receipt of a notice of suspension from County, Contractor shall immediately suspend or stop work as directed by County and shall not resume work until and unless County gives Contractor a written notice to resume work. In the event of a suspension not the fault of the Contractor, Contractor shall be paid for services performed to the date of the notice of suspension in accordance with the terms of this Contract.

In the event this Contract is terminated:

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

24. **Intellectual Property** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of County. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled

or prepared by Contactor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to County all right, title, and interest, including all copyrights and other intellectual property rights, in or to the 'works made for hire.' Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Contract, without County's prior express written consent. To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, to Contractor during this Contract, such information shall remain the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.

25. **Waiver** One or more waivers by one Party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other Party.
26. **Conflict of Interest** Contractor certifies that no official or employee of County, nor any business entity in which an official of County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County's Personnel Code
27. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other contract, statement, or promise made by any Party, or to any employee, officer or agent of any Party, which is not contained in this Contract, shall be binding or valid.
28. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all Parties, except as expressly provided in Section 23, Termination.
29. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each Party waives any federal court removal and/or original jurisdiction rights it may have.
30. **Compliance with Applicable Laws** Contractor and any subcontractors shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the services or type of services to be provided by this Contract.
31. **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 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 Contract, Contractor agrees to protect the confidentiality of any confidential information with which 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.

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

32. **Additional Contractor Responsibilities**

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

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

COUNTY OF NEVADA:		CONTRACTOR:	
Nevada County Public Health Department		Child Advocates of Nevada County	
Address:	950 Maidu Avenue	Address	200 Providence Mine Road, Suite 208
City, St, Zip	Nevada City, California 95959	City, St, Zip	Nevada City, California 95959
Attn:	Charlene Weiss-Wenzl	Attn:	Nicole McNeely, Exec. Dir
Email:	Charlene.Weiss-Wenzl@nevadacountyca.gov	Email:	Nicole@caofnc.org
Phone:	(530) 265-7269	Phone:	(530) 265-9550 ext. 223 / fax 265-4410

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

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 to begin on the Effective Date.

COUNTY OF NEVADA:

By:  Date: 12/19/2023

Printed Name/Title: Honorable Edward Scofield , Chair, of the Board of Supervisors

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

Approved As to Form – County Counsel:

By: Jamie Hogenson Date: 12/19/2023
Jamie Hogenson (Dec 19, 2023 09:39 PST)

CONTRACTOR: Child Advocates of Nevada County

By: William R. Crouch Date: 12/15/2023
William R. Crouch (Dec 15, 2023 13:10 PST)

Name: William R. Crouch
* Title: Board of Directors, President

By: Reid Luhman Date: 12/15/2023
Reid Luhman (Dec 15, 2023 14:32 PST)

Name: Reid Luhman
* Title: Secretary

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

Exhibits

Exhibit A: Schedule of Services
Exhibit B: Schedule of Charges and Payments
Exhibit C: Insurance Requirements
Exhibit E: Schedule of HIPAA Provisions
Summary Page

**EXHIBIT “A”
SCHEDULE OF SERVICES
CHILD ADVOCATES OF NEVADA COUNTY**

Child Advocates of Nevada County, hereinafter referred to as “Contractor” shall provide Parents As Teachers (PAT) 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 ensure staff maintains a caseload consistent with model guidelines during the course of this Agreement. This caseload will be in addition to the 63 contracted families through the MIECHV funding (Healthy Families America). Contractor shall assure program integrity and fidelity in accordance to the selected evidence-based model, in this case the Parents As Teachers (PAT). Program shall be in accordance and meet all CHVP program requirements/ guidelines.

Parents As Teachers 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 Director of Public Health Nursing (DPHN), MCAH (Maternal, Child and Adolescent Health) Director and / or Coordinator to implement CHVP Scope of Work and PAT protocols.
- Collaborate with County’s DPHN, 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 DPHN, MCAH Director and/or Coordinator in implementation of Moving Beyond Depression and Becoming Us, evidence-based programs utilizing multi-disciplinary teams to address perinatal depression.
- Contractor and County's DPHN, 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, data collection and reporting.
- Contractor in conjunction with County's DPHN, MCAH Director and/or Coordinator shall maintain a Community Advisory Board (CAB). Contractor and DPHN 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.
- Contractor must comply with both Nevada County privacy Exhibit E and the CDPH Privacy Attachment.

Staffing:

Staffing is a critical component of PAT 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. 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:

- Supervisor
- Parent Educator

Contractor's staff shall participate in required trainings and staff trainings as needs are identified, such as: computer trainings, Foundation trainings, which is required for any staff providing home visits, as well as any other CHVP required trainings, including those which may be announced via future CHVP Program Letter(s).

Contractor will abide by staffing ratios set forth by PAT model for both supervisors and Parent Educators.

Referrals and Enrollment:

Pregnant and parenting persons shall be referred to the Parents As Teachers Healthy Babies (HB) in Nevada County, through their local health care provider/ agency or other community partners. CANC will

conduct outreach, and ensure partners have access to referral paperwork that aligns with model directives. 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 PAT.

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 age five.

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. For referrals given to Contractor from the County, Contractor shall provide updates on the status of the referral to the MCAH Coordinator/Director when requested.

Implementation of PAT Services:

Contractor shall implement home visiting services following the PAT model and CHVP requirements. Contractor will abide by all policies set forth in their Affiliation with PAT model developers, including trainings, reporting, and data collection.

- ✓ Appropriate staff shall complete documentation of home visiting notes within 5 business days of occurrence and enter information into the data management system as required.
- ✓ Contractor's home visiting staff shall administer screening/assessments per model protocols (e.g. ASQ, ASQ- SE, Edinburgh Postpartum Depression Scale, WEB, PICCOLO, 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.
- ✓ Educate women regarding early and adequate prenatal care.
- ✓ 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 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.

- ✓ Monitor for signs of child abuse and/or neglect through observation at each home visit.
- ✓ Contractor shall integrate Protective Factors to promote high-quality parenting behavior and the parent-child relationship.
- ✓ 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.
- ✓ 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.
- ✓ 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 DPHN and 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

Payment under the terms of this Agreement shall not exceed \$150,000 for the entire contract term of July 1, 2023 through June 30, 2024 for satisfactory performance of services as outlined in Exhibit “A”. The Contract maximum is contingent and dependent on approval and award of CHVP SGF Expansion program funding. Contractor will partner with the County on its grant application development, including detailed work in the creation of the Contractor’s grant scope of work and budget, and any modifications requested by CHVP SGF Expansion during application review. Contractor acknowledges and agrees that the maximum amount identified in this Contract may be reduced if the CHVP program funding is less than anticipated and agrees to work with the County to modify its budget accordingly. The final CHVP SGF Expansion approved amount will be the basis for any necessary changes.

The maximum amount is based on the estimated budget below:

DESCRIPTION	
Personnel (and fringe benefits)	98, 373
Operating Costs	37,991
Indirect Costs	13,636

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 DPHN and MCAH Director and/ or Coordinator. Contractor shall submit a written explanation of the need for any adjustments to the DPHN and MCAH Director and/or Coordinator. County reserves the right to deny any such change on any line item.

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

CONTINGENCY

Contract maximum is contingent and dependent upon the County’s annual receipt of anticipated State/Federal Funds for contract services.

BILLING AND PAYMENT

Contractor agrees to be responsible for the validity of all invoices.

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

- Dates/Month/hours of services rendered
- Cost of services rendered – identifying total direct costs
- Billing period covered
- Contract Number assigned to the approved contract
- Unique invoice number for each invoice submitted
- Supporting documentation

Invoices are to be submitted to:

Nevada County Public Health Department
Attn: Fiscal Staff
500 Crown Point Circle, Suite 110
Grass Valley, CA 95945

County shall review each billing for supporting documentation, dates of services, and costs of services as detailed previously. Should there be 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.

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.

Attachment 1
CDPH California Home Visit Program (CHVP) Privacy Attachment

To ensure the confidentiality of information related to participation in California Home Visiting Program (CHVP) services. California Department of Public Health (CDPH) Maternal, Child and Adolescent Health (MCAH) Standard Agreement Contract, Exhibit G Health Insurance Portability and Accountability Act (HIPAA) Business Associate Addendum; CDPH, MCAH Data Form and Data System Use Agreement; the California Child Abuse and Neglect Reporting Act (California Penal Code Section 11164-11174.3); and the Information Practices Act of 1977 (California Civil Code Section 1798-1798.1).

I. General Administrative

A. Staff Confidentiality: Local CHVP staff that has access to participant data must receive training locally on confidentiality and sign a Confidentiality Agreement at the time of employment. The agreement must be renewed annually and a current copy must be kept on file. All confidentiality and privacy requirements are detailed in the CDPH HIPAA Business Associate Addendum Exhibit G, Section II.M of the CDPH MCAH contract with each county. Counties are additionally responsible for ensuring that any subcontracting agencies also meet these requirements.

B. Participant Consent: All CHVP participants must sign an informed consent at enrollment to have their information shared with the CDPH for purposes of aggregated, unidentifiable public health reporting. Please refer to CHVP Policy 100-40 Enrollment for further details regarding the required consent form.

C. Mandated Reporting: CHVP home visiting staff has a legal obligation to report suspected or substantiated child abuse and must follow state, local, and agency requirements related to mandated reporting laws which may supersede participant confidentiality.

II. Participant Data Storage

All participant data must be stored so that it is accessible only to staff who are directly involved in service delivery, supervision of direct-service staff or for data entry purposes. To prevent unauthorized access:

A. All hard copy participant data, program-issued transportable media (disks, CDs, cassettes, USB drives, laptops, tablets, PDAs, iPads, smart phones and all other removable storage devices or mobile electronic devices) that contain CDPH/MCAH/CHVP 100-20 PARTICIPANT CONFIDENTIALITY Revision Date 3/23/16 GENERAL ADMINISTRATION CHVP 100 participant data must be stored in a locked file cabinet in the office or at least in a secured staff area, when not in use and stored in a lockbox when travelling.

B. When travelling, the transport of confidential, sensitive or personal information should be minimal and, if possible, should not be separated from the employee. Leaving charts or streamlined charts in a car, even if they are in a lock box, should be avoided. Hiding or obscuring lockbox or charts from sight is mandatory. Additional security, such as installing a car alarm, or double locking is highly recommended.

C. Local CHVP sites using personal transportable media for business purposes, for example personal cell phones, must adhere to their county's local document policy or guidelines to ensure the protection of participant data. D. All electronic participant data must be stored in password-protected, encrypted files.

III. Participant Data Transmission

When sending participant data, measures must be taken to protect said information. The local CHVP site must add a confidentiality statement at the beginning or end of every fax or email that contains participant data notifying persons receiving the fax in error to contact the sender and destroy the document.

A. Fax: Local CHVP site staff must notify their Program Consultant or a member of the State CHVP Program Quality Section team prior to sending participant data to the State CHVP via fax.

B. E-mail: Local CHVP sites are to refer to participants by their case number, eliminating the need to send emails securely. Local CHVP site staff must always use the ETO ID number and never put a participant name in an email to CHVP. This eliminates the most common form of data breach. If it is necessary for a local CHVP site to send an e-mail to CHVP staff or CHVP Data Help that contains protected participant data, it must be secured by following the county encryption procedures. Failure to encrypt e-mails that contain participant data is considered a data breach and CHVP is required to report this to the CDPH Information Security Office (ISO).

C. Transportable Media: Transportable media must be encrypted when participant data is sent or received through the mail, and such media is required to be mailed through a secure, bonded courier with tracking or return receipt and signature required.

D. Office closure/move: The local CHVP site must ensure that privacy and security of participant data is maintained. If documents containing this information must be moved, they must be transported using a secure, bonded courier with a tracking system.

IV. Retention and Disposal

The following steps must be taken regarding retention and disposal of materials:

A. Participant data must be retained for at least three years for the purposes of potential audits and/or for data reconciliation.

B. The local CHVP site must have policies in place to ensure that participant CDPH/MCAH/CHVP 100-20 PARTICIPANT CONFIDENTIALITY Revision Date 3/23/16 GENERAL ADMINISTRATION CHVP 100 data is discarded or physically destroyed in a secure and confidential manner (e.g., shredded, locked in confidential destruction bins and pulverized) when no longer needed.

V. Data Breach/Compromised Data

In the instance of a data breach, the procedure outlined below must be followed. If a county encryption does not exist, data must not be emailed. It is the responsibility of the local CHVP Program Managers and Supervisors to ensure that local staff is trained in the application of these procedures and to discern when participant data is protected. Transmission encryption requirements are specified in CDPH HIPAA Business Associate Addendum Exhibit G, Section II.M of the CDPH MCAH contract. The requirement is: "All data transmissions of CDPH PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail." Note: The previous procedure for sites to secure emails by including [secure] in the subject line is no longer required. Procedure: The following steps must be taken in the instance of lost, stolen and/or compromised participant data, including unsecured participant data sent anywhere, by any means (e-mail, fax, mail, etc.).

A. The local CHVP site must contact their CHVP Program Consultant (PC) within 24 hours of the occurrence and submit a summary of the incident including immediate follow-up actions implemented after the occurrence to their PC.

B. The local CHVP site staff is required to report the incident to their county Information Security Office (ISO) and follow their guidance for remediation procedures.

C. Additional remediation may be required by the CDPH ISO, which must be determined on a case-by-case basis. REFERENCES The CDPH Information Security Policy and CDPH Privacy Policy, August 201

EXHIBIT C
INSURANCE REQUIREMENTS
CHILD ADVOCATES OF NEVADA COUNTY

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

- (i) **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (ii) **Sexual Abuse or Molestation (SAM) Liability:** If the work will include contact with minors, elderly adults, or otherwise vulnerable clients and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain policy covering Sexual Abuse and Molestation with a limit no less than **\$1,000,000** per occurrence or claim.
- (iii) **Automobile Liability** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- (iv) **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. **(Not required if contractor provides written verification it has no employees).**
- (v) **Professional Liability** (Errors and Omissions) Insurance with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

The Insurance obligations under this Contract shall be the greater of 1—all the Insurance coverage and limits carried by or available to the Contractor; or 2—the minimum Insurance requirements shown in this Contract. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to Agency. No representation is made that the minimum Insurance requirements of this Contract are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Other Insurance Provisions:

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

- (i) **Additional Insured Status: The County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)

- (ii) **Primary Coverage** For any claims related to this contract, the **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (iii) **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.
- (iv) **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- (v) **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
- (vi) **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. **(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)**
- (vii) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (viii) **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: **(note – should be applicable only to professional liability)**
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
- (ix) **Verification of Coverage** Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- (x) **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- (xi) **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- (xii) **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.
- (xiii) **Premium Payments** The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- (xiv) **Material Breach** Failure of the Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
- (xv) **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

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

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

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

SCHEDULE OF HIPAA PROVISIONS FOR BUSINESS ASSOCIATES

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Contractor acknowledges that it is a “Business Associate” for purposes of this Contract and of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and The Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH”) per 45 CFR §160.103 and therefore is directly subject to the HIPAA Security Rule, Privacy Rule and Enforcement Rule, including its civil and criminal penalties and shall implement its standards.

Regarding the Use and Disclosure of Protected Health Information:

1. Except as otherwise limited in this Contract, Contractor may use or disclose Protected Health Information (“PHI”) to perform functions, activities, or services for, or on behalf of, County as specified in this contract, provided that such use or disclosure would not violate the Privacy Rule if done by County and is in accordance with the “minimum necessary” policies and procedures of County (see NCPP 200 – Use and Disclosure Policy).
2. Contractor shall comply with all applicable federal and state laws and regulations pertaining to the confidentiality of individually identifiable protected health information (PHI) or personally identifiable information (PII) including, but not limited to, requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, the California Welfare and Institutions Code regarding confidentiality of client information and records and all relevant County policies and procedures.
3. Except as otherwise limited in this Contract, Contractor may use PHI for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor provided that the disclosure is required by law or Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which Contractor disclosed it to the person. And, Contractor shall also ensure that the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.
4. Contractor shall not use or further disclose the PHI it creates, receives, maintains or transmits on behalf of County for any purpose other than as permitted or required by this Contract or as required by law.
5. Contractor shall make available PHI to the individual for which it pertains in accordance to applicable law including 45 CFR §164.524
6. Contractor shall make available PHI for amendment and incorporate any amendments to PHI records in accordance with 45 CFR §164.526.
7. Contractor shall track disclosures and make available the information required to provide an accounting of disclosures if requested by the individual or County in accordance with 45 CFR §164.528.
8. To the extent Contractor is to carry out County’s obligations under the Privacy Rule, Contractor agrees to comply with the requirements of the Privacy Rule that apply to County in the performance of such obligations.

Contractor agrees to:

1. Protect the privacy and provide for the security of PHI and electronic Protected Health Information (“ePHI”) created, received, maintained or transmitted by Contractor pursuant to this Contract in accordance with HIPAA, HITECH and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the HIPAA Regulations) and other applicable laws.

2. Develop and maintain a written information privacy and security program that includes administrative, physical and technical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities. Contractor will provide County with information concerning such safeguards as County may reasonably request from time to time.
3. Comply with County policies and procedures related to obtaining, using, disclosing, creating, maintaining and transmitting PHI and ePHI as it relates to this Contract.
4. Ensure sufficient training and utilize reasonable measures to ensure compliance with requirements of this agreement by Contractor's workforce members who use or disclose PHI (in any form) to assist in the performance of functions or activities under this Contract; and discipline such employees who intentionally violate any provisions of this Contract, including termination of employment. Workforce member training shall be documented and such documents retained for the period of this Contract and made available to County for inspection if requested.
5. Ensure that any subcontractors or agents agree to comply with the same restrictions, conditions and terms that apply to Contractor with respect to this Contract and with applicable requirements of HIPAA and HITECH by entering into a written contract including permissible uses and disclosures and provisions where the subcontractor or agent agrees to implement reasonable and appropriate security measures to protect the information (PHI or ePHI) it creates, receives, maintains or transmits on behalf of Contractor or County with respect to this Contract.
6. Report to County any security incident or any unauthorized use or disclosure of PHI (in any form). Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system and includes breaches of unsecured protected health information as required by 45 CFR §164.410. Contractor shall make this report by the next business day following discovery of the use, disclosure, or security incident. Any unauthorized use or disclosure or security incident shall be treated as discovered by Contractor on the first day on which such use or disclosure or security incident is known to Contractor, including any person, other than the individual committing the unauthorized use or disclosure or security incident, that is an employee, officer or other agent of Contractor, or who should reasonably have known such unauthorized activities occurred. Reports should be made by email to privacy.officer@nevadacountyca.gov or by calling (530) 265-1740
7. Contractor will comply with all applicable breach notification requirements including notifications to the individual/s whose PHI is the subject of a breach, as provided under the HIPAA and HITECH Acts. Contractor shall take prompt corrective action to cure any breach or action pertaining to the unauthorized disclosure of PHI or ePHI.
8. Make Contractor's internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of County available to County upon request. In addition, Contractor will make these items available to the Secretary of the United States Health and Human Services for purposes of determining County's or Contractor's compliance with HIPAA and its implementing regulations (in all events Contractor shall immediately notify County of any such request, and shall provide County with copies of any such materials).
9. Contractor agrees that this Contract may be amended from time to time by County if and to the extent required by the provision of 42 U.S.C. § 1171, et seq., enacted by HIPAA and regulations promulgated thereunder, in order to assure that this Contract is consistent therewith.
10. Contractor acknowledges that a violation of the terms of this exhibit would constitute a material breach of this Contract.
11. At termination of this Contract, if feasible, Contractor agrees to return or destroy all PHI received from, or created or received by Contractor on behalf of County that Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

SUMMARY PAGE

CHILD ADVOCATES OF NEVADA COUNTY

Description of Services: Provision of Healthy Families America (HFA) home visiting program services as a component of the County's Implementation of the California Home Visiting Program State General Fund Expansion (CHVP SGF Exp)

SUMMARY OF MATERIAL TERMS

Max Annual Price: \$150,000

Contract Start Date: 7/1/2023

Contract End Date: 6/30/2024

Liquidated Damages: N/A

INSURANCE POLICIES

Commercial General Liability	(\$2,000,000)	Worker's Compensation	(Statutory Limits)
Sexual Abuse or Molestation Liability	(\$1,000,000)	Professional Errors and Omissions	(\$1,000,000)
Automobile Liability	(\$1,000,000)		

FUNDING

CDPH/CHVP State Gen Fund EB Home Visiting	1589-40114-492-3415 / 521520
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LICENSES AND PREVAILING WAGES

Designate all required licenses: All licenses as may be required to perform professional services contemplated under this Contract

NOTICE & IDENTIFICATION

<u>COUNTY OF NEVADA:</u>		<u>CONTRACTOR:</u>	
Nevada County Public Health Department, Health and Human Services Agency		Child Advocates of Nevada County	
Address:	950 Maidu Avenue	Address	200 Providence Mine Road, Suite 208
City, St, Zip	Nevada City, California 95959	City, St, Zip	Nevada City, California 95959
Attn:	Charlene Weiss-Wenzl, Director of Nursing	Attn:	Nicole McNeely, Exec. Dir
Email:	Charlene.Weiss-Wenzl@nevadacountyca.gov	Email:	Nicole@caofnc.org
Phone:	(530) 265-7269	Phone:	(530) 265-9550 ext. 223 / fax 265-4410

Contractor is a: (check all that apply)					EDD Worksheet Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Corporation:	<input type="checkbox"/>	Calif. <input type="checkbox"/>	Other <input type="checkbox"/>	LLC <input type="checkbox"/>	Additional Terms & Conditions Included (Grant Specific)		
Non- Profit:	<input type="checkbox"/>	Corp. <input checked="" type="checkbox"/>					
Partnership:	<input type="checkbox"/>	Calif. <input type="checkbox"/>	Other <input type="checkbox"/>	LLP <input type="checkbox"/> Limited <input type="checkbox"/>	Subrecipient		
Person:	<input type="checkbox"/>	Indiv. <input type="checkbox"/>	DBA <input type="checkbox"/>	Ass'n <input type="checkbox"/> Other <input type="checkbox"/>			

ATTACHMENTS

Exhibit A: Schedule of Services	Exhibit C: Insurance Requirements
Exhibit B: Schedule of Charges and Payments	Exhibit E: Schedule of HIPAA Provisions

NEVADA COUNTY PUBLIC HEALTH DEPARTMENT

DECLARATION OF ELIGIBILITY FOR PROSPECTIVE EMPLOYEES/CONTRACTORS

POLICY:

The Nevada County Public Health Department ("PHD") will not employ or engage as contractors any Ineligible Person for any department or program receiving federal funds. An "Ineligible Person" is any individual or entity who: (a) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs or in Federal procurement or non-procurement programs; or, (b) has been convicted of a criminal offence related to the provision of health care items or services, but has not yet been debarred, or otherwise declared ineligible.

INSTRUCTIONS:

As a prospective employee or contractor with the PHD, please complete the declaration under penalty of perjury below. If you are or the entity you represent is an Ineligible Person as defined above, please immediately notify the PHD Director.

DECLARATION

I, William R. Crouch (name) on behalf of

☐ myself, or
☒ Child Advocates of Nevada County (corporation, partnership, LLC)

declare under penalty of perjury under the laws of the State of California that:

☐ I am not, or
☒ the entity I represent is not

an Ineligible Person as defined in the Policy recited above. If, while employed or engaged as a contractor by PHD, I (or the entity I represent) become an Ineligible Person, I will notify the PHD Director immediately.

William R. Crouch
William R. Crouch (Dec 15, 2023 13:10 P-31)

(Signature)

12/15/2023

(Date)