



RESOLUTION No. 20-245

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING A RENEWAL CONTRACT WITH SHONA TORGRIMSON D/B/A HELPING HANDS NURTURING CENTER FOR NURTURING PARENTING PROGRAM (NPP) AND SUPERVISED VISITATION SERVICES FOR THE CHILD WELFARE SERVICES (CWS) DEPARTMENT IN THE MAXIMUM AMOUNT OF \$255,000 FOR THE TERM OF JULY 1, 2020 THROUGH JUNE 30, 2022, NOT TO EXCEED \$127,500 FOR EACH FISCAL YEAR

WHEREAS, Child Welfare systems are required to provide Preventative and Early Intervention strategies that not only provide for the safety and permanency for children but also services that target the families' well-being, ensuring that the critical needs of children and families in the child welfare system are met; and

WHEREAS, under this agreement, the Contractor will continue to provide Nurturing Parenting Program (NPP) and Supervised Visitation Services for Child Welfare Services (CWS) families; and

WHEREAS, the Nurturing Parenting Program services are family centered initiatives designed to build nurturing parenting skills. The long-term goals are to:

- 1) Prevent recidivism in families receiving social services;
- 2) Lower the rate of teenage pregnancies;
- 3) Reduce the rate of juvenile delinquency and alcohol abuse;
- 4) Stop the intergenerational cycle of child abuse by teaching positive parenting behaviors.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Professional Services Agreement by and between the County and Shona Torgrimson d/b/a Helping Hands Nurturing Center for the provision of Nurturing Parenting Program (NPP) services as referred to by Child Welfare Services for the term of July 1, 2020 through June 30, 2022 in the total maximum amount of \$255,000, not to exceed \$127,500 each fiscal year, be and hereby is approved in substantially the form attached hereto 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 in the amount of \$127,500 for Fiscal Year 2020/21 to be disbursed from account: 1589-50104-494-3101/521525.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 23rd day of June, 2020, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 



Heidi Hall, Chair

6/23/2020 cc: DSS*
AC*(hold)

8/20/2020 cc: DSS*
AC* (Release)
ST

Administering Agency: Nevada County Department of Social Services, Division of Child Welfare Services

Contract No.

20-245

Contract Description:

Nurturing Parenting Program (NPP) and supervised visitation services for Child Protective Services (CPS) families.

**PROFESSIONAL SERVICES AGREEMENT
FOR HEALTH AND HUMAN SERVICES**

THIS AGREEMENT is made at Nevada City, California, as of June 23, 2020 by and between the County of Nevada, ("County"), and **SHONA TORGRIMSON D/B/A HELPING HANDS NURTURING CENTER** ("Contractor"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Agreement, 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 Agreement at the time and in the amount set forth in Exhibit B. The payment specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Agreement. 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 Two Hundred Fifty-Five Thousand Dollars (\$255,000).**
3. **Term** This Agreement shall commence on July 1, 2020. All services required to be provided by this Agreement shall be completed and ready for acceptance no later than the **Agreement Termination Date** of: June 30, 2022.
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 Agreement.
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 Agreement 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 Agreement shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement 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 the 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 Agreement. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of the County.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Agreement or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the 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 Agreement are personal to the 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 Agreement. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee 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 Agreement, 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 Agreement, 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 Agreement** 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 Agreement. 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 Agreement. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this agreement.
13. **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.
14. **Standard of Performance** Contractor shall perform all services required pursuant to this Agreement 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 Agreement 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.

Contractor without additional compensation. Contractor's personnel, when on the County's premises and when accessing the County network remotely, shall comply with the 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 the County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by the County's Chief Information Officer or his/her designee.

15. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Agreement 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 Agreement.
 - Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and 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.
16. **Accessibility** 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 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.
17. **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 in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
18. **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.
19. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
20. **Financial, Statistical and Contract-Related Records:**
- 20.1. **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.

20.2. **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 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.

20.3. **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 Maximum Contract Price.

21. **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.

22. **Termination.**

A. A Material Breach, as defined pursuant to the terms of this Agreement 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 agreement, or both, without notice.

B. If Contractor fails to timely provide in any manner the services materials and products required under this Agreement, or otherwise fails to promptly comply with the terms of this Agreement, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Agreement 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 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.

D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Agreement at the end of any fiscal year if the 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 Agreement is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostating, 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 Agreement.
- 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Agreement 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 agreement 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 Agreement. In this regard, Contractor shall furnish to County such financial information as in the judgment of the 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.

23. **Intellectual Property** 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, not the property of Contractor (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor by County, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
24. **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 Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
25. **Conflict of Interest** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Contractor agrees that no such person will be employed in the performance of this agreement unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code
26. **Entirety of Agreement** This Agreement contains the entire agreement of County and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
27. **Alteration** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.

28. **Governing Law and Venue** This Agreement 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 Agreement shall be the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
29. **Compliance with Applicable Laws** 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.
30. **Subrecipient** This Subrecipient Agreement is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance"). A copy of these regulations is available at the link provided herein for the Code of Federal Regulations. https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
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 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.

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 Agreement.
 - 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 Agreement 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 Agreement, 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
Department of Social Services, Division of
Child Welfare Services
Attn: Faye Hignight
988 McCourtney Rd.

Name of firm

Attn: Shona Torgrimson
248 Mill Street
Grass Valley, California 95945

Grass Valley, Ca 95949

Phone: (530) 265-1728

Phone: (530) 559-2313

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.

Executed as of the day first above stated:

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.

COUNTY OF NEVADA:

By: Heidi Hall Date: Jun 23, 2020
Heidi Hall (Jun 23, 2020 18:26 PDT)

Printed Name/Title: Honorable Heidi Hall, Chair, of the Board of Supervisors

By: Julie Patterson Hunter

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

CONTRACTOR: Shona Torgrimson d/b/a Helping Hands Nurturing Center

By: Shona Torgrimson Date: Jun 9, 2020
Shona Torgrimson (Jun 9, 2020 10:30 PDT)

Name: Shona Torgrimson

* Title: Owner

****If Contractor is a corporation, this agreement 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 “A”
SCHEDULE OF SERVICES
HELPING HANDS NURTURING CENTER

Helping Hands Nurturing Center, hereinafter referred to as “Contractor”, shall provide Nurturing Parenting Program (NPP) and supervised visitation services for Child Welfare Services (CWS) families, some of whom also receive CalWORKs benefits.

PROGRAM OVERVIEW

Child Welfare Services investigates reports of child abuse, screens and assesses families, provides case management and other services to help families stay together. The goal is to help parents and children reunify by providing a sense of hope and information about the system, expectations and requirements.

Child Welfare Systems are required to provide Preventative and Early Intervention strategies that not only provide for the safety and permanency for children but also services that target the family’s well-being. Child Welfare Services is responsible for meeting the requirements for accountability for outcomes to ensure that the critical needs of children and families in the child welfare system are met.

California Counties, including Nevada County, have an overlap of children and families involved with Child Welfare Services, whose primary mission is to keep children safe from maltreatment, and CalWORKs, which is responsible for providing income assistance and employment preparation services to help parents achieve financial self-sufficiency. Furthermore, research has shown that parental stress, including stress from economic factors, can result in child welfare involvement (Paxson & Waldfogel, 1999; Shook, 1999; Courtney, Piliavin, & Power, 2001) and that increased poverty rates correspond to a rise in child maltreatment rates (Paxson & Waldfogel, 2001). Parents who are faced with economic hardships and the potential or actual removal of their children from their care must then navigate two separate, complex systems, each with its own timelines, requirements, and goals.

Child Welfare Services and CalWORKs share a common goal of decreasing child maltreatment and improving outcomes for children and families by providing necessary services and supports through increased collaboration. CalWORKs funding will be used to support CalWORKs families receiving Nurturing Parenting Program services as referred to by Child Welfare Services.

SCOPE OF SERVICES

Contractor shall provide Nurturing Parenting Program (NPP) services utilizing the Nurturing Parenting Program (NPP) curriculum® that coordinates health and social services for families referred by Child Welfare Services. Contractor shall provide supervised supervision, parenting sessions, and group services while utilizing the NPP best practices, strength based and multi-disciplinary approaches, and focus on family stability and self-sufficiency.

Upon receiving CWS referrals, Contractor shall assess the family's strengths and needs. The assessment will be accomplished utilizing the Adult & Adolescent Parenting Inventory (AAPI-2) pre-process/post survey. Contractor shall provide individual parenting sessions weekly. Parents will be authorized for a specific number of sessions. The number of sessions scheduled and services provided shall be determined by the results of the AAPI-2 and in collaboration with the CWS Social Worker and Social Services Supervisor. Depending on the needs of the family, these sessions can be conducted at the Contractor's facility, in the community or in the client's home. Contractor shall serve families in Eastern County as needed but not less than once a month.

Contractor shall provide Interactive Parent/Child Groups. Parents will be authorized for specific number of groups. Individual parenting sessions along with group sessions shall be provided to ensure skills learned in individual sessions are being implemented. The groups provide an opportunity to observe parents to determine where they are struggling and provide a hands-on approach to integrating the concepts taught in individual sessions. Each group shall meet two hours weekly. The Interactive Parent/Child Group has a firm foundation in the 6 Protective Factors that enhance the capacity to promote optimal development and prevent abuse and neglect. The 6 Protective Factors are addressed in the Interactive Parent/Child Group as follows:

1. Parental Resilience- the group provides safe experiences where parents can ask questions and address issues through activities and education. The group enhances a parent's ability to develop empathy for their children and themselves as well as build stronger relationships with their children, other parents and staff.
2. Social Connections- groups are tailored to meet the needs of the families in a specific group and provides opportunities to model healthy, collaborative, nurturing relationships for parents and their children.
3. Knowledge of Parenting and Child Development- is a primary focus of the groups and provides opportunities to understand children's behaviors, apply effective strategies, understand developmental milestones, and help parents create empathetic relationships with children that emphasizes "discipline with dignity."
4. Concrete Support in Times of Need- are shared on a regular basis by qualified staff and by parents as they learn to trust and support each other. When possible a warm hand off to the appropriate resource ensures parents will connect and utilize referred services.
5. Social and Emotional Competence of Children- is focused on in groups in a way that supports children in learning appropriate behaviors and developing personal power in a positive way through emotional regulation and the development of relationship skills. This in turn helps parents to lower their anxieties and fears around their children's behaviors.
6. Nurturing and Attachment- is promoted through groups by supporting parents in understanding how important they are to their child the benefits or nurturing and attachment their child's brain development.

Contractor shall provide any needed program reports to the County in a complete and timely manner, and shall provide brief written narrative reports outlining progress on outcomes and including pre, process and post results on the AAPI assessments. The Contractor shall provide professional quality documentation that clearly addresses the risk and safety factors that brought the family to the attention of CWS and addressing how the NPP services are or are not mitigating those concerns. Contractor shall provide a bi-annual report due January 20th and an annual report due July 20th. Reports shall include unduplicated counts of children, parents, or families receiving services, with the annual report providing unduplicated counts for the entire fiscal year. The Office of Child Abuse Prevention (OCAP) report templates are attached and incorporated herein as Attachment A.

Plan Development:

Contractor shall provide Plan Development for each NPP case which is defined as process to staff and understand a client's or family's needs to ensure the client is meeting the goals of the referral and/or the court order and assess the requirements of NPP's program. Plan Development is for the purposes of furthering progress or coordinating case management by writing reports, by evaluating and addressing barriers and challenges for staff and clients, and to implement what is involved with next steps as the parent educator or for the client. Another component is reviewing the goals and progress along with any requests from social workers and discussing and planning how to implement the next skills or tasks. Plan Development shall be provided for one to two hours per client per month for goal development and shall be documented in the case file describing what specific goal was addressed.

Reasonable Services:

Contractor shall provide Reasonable Services to engage clients in services that are court-ordered to parenting services. Contractor shall make two attempts to contact a client to arrange services within two weeks of referral. If the client is not engaging after two attempts, Contractor shall notify the case carrying social worker and the program manager.

Court Ordered Monitored Visits:

Court-ordered monitored visits shall be provided by Certified Monitors for children from birth through 5 up to the age of 18. This supervised visitation shall occur in a neutral setting that is conducive to quality visits by non-custodial parents who otherwise would not see their children at all, or who may not have been able to be with their children for many months. Safe exchanges between separated parents will be accomplished and children will benefit by being able to visit with their non-custodial parents.

Supervised visitation means the Certified Monitor must be able to overhear conversations and observe the interactions and activities, at all times.
County CWS agrees to:

1. Send written authorization that stipulates services to be provided and estimated period of time services are needed.

2. Provide Contractor with knowledge of the background and needs of the child necessary for effective service.
3. Work with Contractor toward development of a visitation plan.
4. Assist in the maintenance of the child's constructive relationships with parents and other family members, and involve parents in future planning for the child.
5. Have an assigned CWS Case Worker to each child in visitation, who shall act on behalf of the parents when appropriate.
6. Inform Contractor if child or parents have any tendencies toward dangerous behavior.
7. Provide assistance with emergencies:
 Telephone number for after-hours or weekend is: (530) 273-4291
 Toll Free number is: (888) 456-9380

Contractor agrees to:

1. Provide supervised visitation for families authorized by CWS to receive said service.
2. Provide the child and parents with a nurturing environment for their visitation needs.
3. Develop an understanding of the responsibilities and requirements of the County in regard to the care of the child and work with the County in planning for the child.
4. Document the occurrence(s) of the visit and provide notes of each visit to County.
 Visitation notes will be detailed and professionally written as they may also be provided to the Court. Submit copies of any other pertinent information to the County.
5. Ensure there are no negative comments or interactions during the course of the visit. This may include, but is not limited to, arguments, threats, profanity, gestures, or any other action that may be perceived as physically or emotionally abusive, or threatening to the child or Contractor staff. No corporal punishment is permitted. Ensure constructive alternative methods of discipline are used at all times.
6. Notify the County of any significant changes in the child's health or behavior.
7. Give County prior notice of at least 7 days of intent to discharge the child from monitored visitation unless it is agreed upon by the County that less notice is necessary.
8. Provide state and federal agencies access to documentation when documentation is maintained at Contractor's site.
9. Maintain a neutral role and will not discuss the merits of any case, agree with, or support one party over another.

Additional Contractor Responsibilities:

- Contractor shall, at all times, maintain communication and coordination with the CWS Program Manager (hereinafter referred to as "Program Manager") and/or

his/her designee and meet with the Program Manager and/or his/her designee as needed.

- Contractor shall cooperate with the County for the purposes of providing statistical information regarding client-based data collection and outcomes relating to services rendered under this Agreement.
- Contractor shall provide certification that civil rights/non-discrimination training was provided to all staff within 90 days of contract initiation. Attending collaborative Civil Rights training with the County will be encouraged.
- Assurance of Compliance with Confidentiality - Contractor shall comply with all applicable state and federal statutes pertaining to confidentiality as related to services provided under this agreement.

All monitoring services provided by Sub-Contractor (NPP Co-facilitator/Certified Visitation Monitor) shall be performed at the business location of Contractor and vehicle use is expressly prohibited by the Sub-Contractor for business purposes under this Contract.

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
HELPING HANDS NURTURING CENTER

Payment under the terms of this Agreement shall not exceed the maximum amount of \$255,000 with the contract maximum for FY 2020/21 not to exceed \$127,500; and the contract maximum for FY 2021/22 not to exceed \$127,500 for satisfactory performance of services as outlined in Exhibit "A".

Rate Schedule:

Assessment Rate shall be Seventy-Five Dollars (\$75.00) per 60 minute session.

Plan Development shall be Fifty Dollars (\$50.00) per service plan hour.

Individual Session shall be Sixty Dollars (\$60.00) per 60 minute session.

Group Session shall be Fifty Dollars (\$50.00) per 60 minute session.

Supervised visit shall be Fifty Dollars (\$50.00) per 60 minutes session.

Reasonable Services shall be Fifty Dollars (\$50.00) per 60 minute session.

BILLING AND PAYMENT:

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
- Supporting documentation will include names of participant(s) receiving services and those participants being billed to CalWORKs funding.

Invoices are to be submitted to:

Nevada County Department of Social Services
Attention: Fiscal Unit
Post Office Box 1210
Nevada City, California 95959

County shall review each billing for supporting documentation; verification of eligibility of individuals being served; dates of services and costs of services as detailed previously. Should there 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.

BILLING AND PAYMENT

Contractor shall submit an invoice to County on the 10th of each month following the month services were rendered. Each invoice shall include:

- Detailed list of services rendered
- Cost of services rendered - including local travel costs
- Billing period covered
- Contract number assigned to the services rendered
- Accounting department and travel agent (if applicable) rendering services and those payments billed to County.

County shall review each invoice for accuracy and verification of eligibility of individuals being billed; errors and omissions of services as detailed previously should not be a discrepancy on the invoice and will be returned to Contractor for correction and/or additional supporting documentation. Payments will be made in accordance with County processes when all invoices are approved by the department.

3OCAP Services Workbook

Services	Individual Children	Children W/ Disabilities	Individual Parents	Parents W/ Disabilities	Families
	Unduplicated #	Unduplicated #	Unduplicated #	Unduplicated #	Unduplicated #
Adoptive Parent Recruitment					
Advocacy					
Basic Needs/Concrete Supports					
Behavioral Health, Mental Health Services					
Case Management					
Childcare/Daycare					
Differential Response					
Disability Services					
Domestic Violence Services					
Early Childhood Services					
Family Resource/Drop-in Multi-service Center					
Financial Literacy Education					
Health Services					
Legal Services					
Livescan Fees					
Parent Leadership Training					
Parenting Education					
Parent/sibling visitation					
Peer support					
Respite Care/Crisis Nursery					
Substance Abuse Services					
Substance Abuse Treatment					
Team Decision Making					
Transportation					
Youth Programs					
Other (not defined above)					

OCAP Ethnicity Workbook

Services	Individual Children	Children W/ Disabilities	Individual Parents	Parents W/ Disabilities	Families
	Unduplicated #	Unduplicated #	Unduplicated #	Unduplicated #	Unduplicated #
White (non-Hispanic)					
Hispanic or Latino					
Black/African American					
Asian					
America Indian or Alaskan Native					
Native Hawaiian or Pacific Islander					
Two or more races					
Other					

CBCAP Activities

Estimate the number of individuals reached for public awareness/education

Door-to-door outreach	
Events (school, community, fairs, etc)	
Information and referral	
News Media (stories in print, TV, radio, etc.)	
Newsletters (print or electronic)	
Paid advertisements (print, billboards, etc.)	
Publications, print materials, DVD, give aways	
Social Media (Facebook, Twitter, Instagram, etc.)	
Trainings, education sessions, one-time workshops	
other	

EXHIBIT C

INSURANCE REQUIREMENTS

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, 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. **(Note – required only if auto is used in performance of work, submit waiver to Risk for approval to waive this requirement)**
- (iv) **Professional Liability**
(Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

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 polices 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 agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.
- (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.

SUMMARY OF CONTRACT

SHONA TORGRIMSON D/B/A HELPING HANDS NURTURING CENTER

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

Nurturing Parenting Program (NPP) and supervised visitation services for Child Protective Services (CPS) families.

SUMMARY OF MATERIAL TERMS

Maximum Multi-Year Contract Price: \$255,000
 FY 20/21 = \$127,500
 FY 21/22 = \$127,500

Contract Beginning Date: 07/01/2020 **Contract Termination Date:** 06/30/2022

Liquidated Damages: N/A

INSURANCE POLICIES

Designate all required policies: Req'd

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

LICENSES AND PREVAILING WAGES

Designate all required licenses:
N/A

NOTICE & IDENTIFICATION

Contractor: Helping Hands Nurturing Center **County of Nevada:**

248 Mill Street Grass Valley, California 95945	950 Maidu Avenue Nevada City, California 95959
Contact Person: Shona Torgrimson (530) 559-2313 e-mail: helpinghandsnurturingcenter@yahoo.com	Contact Person: Nicolas Ready (530) 265-1654 e-mail: Nicolas.Ready@co.nevada.ca.us

Contractor is a: (check all that apply)

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

EDD: Independent Contractor Worksheet Required: X Yes No

ATTACHMENTS

Designate all required attachments: Req'd

Exhibit A: Schedule of Services (Provided by Contractor)	<u>X</u>
Exhibit B: Schedule of Charges and Payments (Paid by County)	<u>X</u>
Exhibit C: Insurance Requirements (Required by Contractor)	<u>X</u>