

Administering Agency: Nevada County Social Services Department, Health and Human Services Agency

Contract No. _____

Contract Description: Provision of services related to the administration of employment services for CalWORKs participants through employability barrier removal programs, unpaid Work Experience (WEX), and Expanded Subsidized Employment (ESE) Program.

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

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of July 9, 2024 by and between the County of Nevada, ("County"), and Nevada-Sierra Connecting Point Public Authority ("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 million five hundred forty eight thousand one hundred ninety seven Dollars (\$1,548,197).**
3. **Term** This Contract shall commence on July 1, 2024. 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, 2025.
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 H, 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 **and information technology security 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. **Debarment** In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, Contractor shall be screened at www.sam.gov. to ensure Contractor, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549
22. **Financial, Statistical and Contract-Related Records:**

- 22.1. **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.
- 22.2. **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.
- 22.3. **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.
23. **Cost Disclosure:** In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report.
24. **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.

25. **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 Contractor 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.

26. **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.
27. **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
28. **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.
29. **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 24, Termination.
30. **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.
31. **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 of affect the services or type of services to be provided by this Contract.
32. **Subrecipient** This contract ☐ shall not ☒ shall be subject to subrecipient status as such: 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
33. **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.

34. **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.

35. **Information Technology Security Requirements** This contract ☐shall not ☒shall be subject to Exhibit F, "Information Technology Security," which is attached and incorporated by this reference. Contractor's failure to comply with the requirements in Exhibit F is a material breach of this Agreement.

36. **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, Social Services Department of Health and Human Services		Nevada Sierra Connecting Point	
Address:	950 Maidu Ave	Address	208 Sutton Way
City, St, Zip	Nevada City, CA 95959	City, St, Zip	Grass Valley, CA 95945
Attn:	Tamaran Cook	Attn:	Tim Giuliani
Email:	Tamaran.Cook@co.nevada.ca.us	Email:	timg@ns-pa.org
Phone:	(530) 265-7160	Phone:	(530) 274-5601

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: _____

Printed Name/Title: Honorable Hardy Bullock, Chair, of the Board of Supervisors

By: _____

Attest: Clerk of the Board of Supervisors, or designee

CONTRACTOR: Nevada Sierra Connecting Point

By: _____ Date: _____

Name: _____

* Title: _____

****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 F: [Information Technology Security](#)

Exhibit G: [Additional Funding Term and Conditions](#)

[Summary Page](#)

EXHIBIT A
SCHEDULE OF SERVICES
NEVADA-SIERRA CONNECTING POINT PUBLIC AUTHORITY

Nevada-Sierra Connecting Point Public Authority, hereinafter referred to as “Contractor”, shall provide employment services through their Employment Services program for CalWORKs participants through employability barrier removal programs, unpaid Work Experience (WEX), and Expanded Subsidized Employment (ESE) Programs for the County of Nevada, Department of Social Services, hereinafter referred to as “County”.

Nevada County Department of Social Services is mandated to provide workforce development, training and support services for CalWORKs families and to assist families to overcome barriers to self-sufficiency. This contract will enhance the employment opportunities and further development of marketable job skills of CalWORKs recipients by increasing the availability of trainings and support systems through collaboratively working toward the common goal of reducing dependency on public assistance, developing jobs and creating a skilled workforce.

Program Overview

Contractor shall provide employment services to assist CalWORKs participants in building skills, connecting to supports, and gaining work experience in order to become self-sufficient. Connecting Point does this using an individualized, person-centered approach that focuses on setting and meeting short- and long-term personal and career goals.

The Employment Services program is career-focused. Through assessment, planning, and goal setting, Employment Services staff shall assist participants in maximizing their CalWORKs time and benefits in the pursuit of a sustainable career that fits their skills and interests. Employment Services encourages long-term planning in the pursuit of a lifetime of self-sufficiency.

Employment Services staff shall provide guidance and support to participants while also holding each person accountable for his or her own success in the program. Participants’ plans shall be tailored to meet their specific goals and staff will assist each participant in breaking each goal down into achievable tasks. Participants will be expected to complete tasks on an ongoing basis in order to remain in the Employment Services program.

A team approach is used to provide each participant with intensive case management services. Each team member has a specific role, including assessment, career planning, training, navigation to community resources, assistance with and submission of Family Stabilization Program requests, and development of appropriate work sites. SOAR (SSI/SSDI Outreach, Access, and Recovery) referrals receive assistance throughout the SSI/SSDI application process with referral to legal assistance if needed (See below for more about specific roles). While each team member works with participants on setting and meeting goals, it is the individual participant’s responsibility to continually move forward in their plan. Individual plans—which include barriers, long-term goals, short-term goals, and tasks—are tracked using project management software that can be accessed by the participant and each of the Employment Services team members. Employment Services participants will meet with the Career Counselor regularly in order to check in on career goals and tasks.

Staffing:

- **Executive Director**

Plans for and monitors achievement of program and budget objectives.

- **Chief Operating Officer**

Manages program delivery.

- **HR Director/ Communications Manager**

Manages all human resource functions for participants and program staff.
Designs print materials for program outreach and program activities.

- **Employment Skills Manager**

Supervises Employment Services staff. Creates MOUs (Memorandum of Understanding) with outside contractors. Creates reports for CalWORKs staff. Coordinates CalWORKs Connect activities.

- **Employment Specialist**

Conducts initial assessment with individual CalWORKs participants; works with participants to identify their career goals and barriers to employment; assists participants in creating work plans in order to achieve career goals; provides ongoing support to assist participants in overcoming barriers, focusing primarily on behaviors and choices that work against these goals.

Develops relationships with businesses and non-profit organizations to cultivate worksites for Work Experience placements. Identifies and tracks trends in job growth, desired skills, and other workforce needs. Works in partnership with Employment Services staff and participants to match participants to worksites that help them meet their career goals. Provides coaching and support for participant success in their work experience positions.

- **Program Supervisor**

Collect timesheets from on-site and off-site participants, coordinate on-boarding with on-site participants, work with payroll to make sure all timesheets are submitted, coordinate and fill in for trainings as needed, create and send Weekly Attendance Reports to County staff, process new referrals from WellTrack for EST, FSP, and Voc Ed Assessments, run a weekly meeting with EST staff to case conference on-site cases, keep inventory and deliver training packages to those participants who have graduated, meet weekly for an all-staff case conference, review all OCATs, Voc Eds, assessments, notes in database, case plans, and all other work for completeness and quality, coach and encourage all EST participants to work with their Navigator and Employment Specialist.

- **Navigator**

Conducts OCAT, works with participants to identify action steps to address barriers to employment. Helps participants identify and connect to available community resources. . Identifies potential eligibility for Family Stabilization Program (FSP) and assists with FSP requests. Provides application assistance for SSI/SSDI applicants.

- **Training Coordinator**

Works with participants to identify and build upon existing skills. Develops curriculum and lesson plans for the Essential Life Skills classes. Provides Essential Life Skills training

- **Administrative Assistant**

Assists Employment Services staff with phones, scheduling, data entry, filing, and training logistics.

- **Office Administrator**

Oversees facilities, orders office supplies and materials for the program.

- **Accountant**

Creates invoices and financial reports in support of the budget.

- **IT Systems Administrator**

Assist with all systems and IT needs

- **Data Analyst**

Build and maintain a predictive wage tool that will help management analyze participant contract terms, rate of pay, and total number of hours worked each month to aid in program decision making and provide ongoing support.

Program Components

Connecting Point Employment Services program includes the following key components:

CalWORKs Connect

Contractor's staff, in cooperation with CalWORKs staff, schedules one week per month of CalWORKs Connect which provides an introduction to the CalWORKs program and community services available to participants. Creates materials for participants, plans and purchases graduation lunch.

Appraisal

Online CalWORKs Appraisal Tool (OCAT) will be completed for each referral from the CalWORKs staff within 10 working days of the referral. Contractor's staff shall call and confirm each OCAT appointment in advance to remind the client of the appointment. If the client does not show for the appointment, Contractor shall try to reschedule the appointment before but if the appointment is not rescheduled, Contractor's staff shall notify CalWORKs staff. Upon completion of each OCAT interview, Contractor's staff will provide a list of recommendations for the client to connect with and this list shall also be shared with CalWORKs staff.

Assessment

The Employment Services Career Counselor shall conduct an assessment with each referred CalWORKs participant. Through the assessment process individuals shall identify their interests, long-term career goals, education, relevant work experience, strengths, weaknesses, and barriers to achieving their employment goals. In addition, the Contractor Staff shall work with credentialed professionals to conduct screening and diagnosis of learning disabilities for CalWORKs participants. The Career Counselor shall provide vocational education assessments for CalWORKs participants. The results of each assessment shall be shared with CalWORKs staff.

Counseling, Career Planning, & Goal Setting

Building upon the career goals identified in the initial assessment, participants shall work with the Career Counselor to create individualized plans outlining the steps necessary to reach their goals. The Career Counselor shall work with participants to ensure that their goals are realistic, attainable and in line with their personal skills and interests.

Each Employment Services participant shall also take part in structured career counseling sessions to assist them in identifying and overcoming personal challenges. The Career Counselor shall help participants to consider behaviors and choices that may work against their goals; provide advice and strategies to strengthen communication, coping, and decision-making skills; and support change that leads to greater stability in their professional and personal lives.

Education & Training

All Employment Services participants shall be required to participate in Essential Skills classes. Classes shall address "soft skills" such as boundaries, communication (verbal and nonverbal), critical thinking,

decision-making, work etiquette, flexibility, personal hygiene, organization, problem solving, self-awareness, self-confidence, self-control, self-motivation, self-reflection, teamwork, and time management. Classes shall address different learning styles by providing multi-modal lessons, using a combination of methods, including lecture, discussion, hands-on experience, and performance in small and large groups.

Employment Services shall also provide health and wellness classes to promote physical and emotional well-being. These may include classes on yoga, cooking, and stress management.

When necessary and feasible, classes will be provided online.

Vocational training shall be provided or recommended if the need for it is identified in career assessments.

Barrier Removal

Employment Services staff shall work closely with participants to address the barriers to employment identified during the OCAT and initial career assessment. The Navigator shall support participants in taking steps to overcome barriers and help participants identify and connect to available community resources.

Employment Services staff shall also provide participants access to legal assistance through partnerships with local legal services providers when available.

Employment Services shall monitor participants for potential learning disabilities. Employment Services shall work with credentialed professionals to conduct screening and diagnosis of learning disabilities.

Family Stabilization

Employment Services staff will facilitate behavioral health counseling by providing space, equipment and assistance as needed to access online counseling services at no cost to the participants.

The Employment Services program will provide access to streamlined mental health services by providing access to online mental health services and/or warm handoffs to direct mental health providers.

Job Preparation Fundamentals

The Employment Services program shall include training and support to improve participants' résumé writing, interviewing, and networking skills and shall provide resources and assistance for participant job search.

Work Experience

Employment Services participants shall be expected to gain work experience consistent with their career goals through participation in subsidized and unsubsidized employment. Employment Services staff will assess the employability of each CalWORKs participant and the Career Counselor shall develop worksites to fit participants' skills, work experience, and interests.

Employment Services shall place at least 50% of active participants in either Work Experience Placements or Subsidized Employment Placements with local businesses and organizations.

The Career Counselor shall work closely with worksite supervisors to monitor and evaluate participant job performance and make changes and corrections as needed to ensure the position meets the needs and goals of the participant and the employer.

Contractor shall serve as the Employer of Record for subsidized work experience activities. This includes conducting all activities related to payroll, benefits, workers' compensation, , and sick leave requirements.

Every subsidized employee shall meet with the Office Manager to complete initial paperwork, be assessed for employability, and attend the new hire orientation. Additionally:

- Contractor shall pay all wages and Worker's Compensation charges for the first three (3) to six (6) months of the SEP or ESE workplace assignment. Wages up to 40 hours per week shall be paid at an hourly rate of at least California's minimum wage rate and, if appropriate and approved by CalWORKs, be paid at the industry standard wage, not to exceed fifteen (15) dollars per hour, unless pre-approved by CalWORKs Program Manager.
- CalWORKs Program Manager's approval is needed to extend the SEP/ESE placement beyond the initial six months. Approval for extensions shall be given in three month increments up to a total of six additional months. The SEP Worksite Employer must agree to pay a Placement Fee for each month SEP is extended beyond the initial six months. Contractor shall remain the Employer of Record and shall be responsible for monthly invoicing of the SEP Worksite Employer for a Placement Fee equaling 50% of the monthly wages. Contractor shall make reasonable efforts to collect the placement fee, including invoicing and follow-up phone call(s) to employer. If the SEP Worksite Employer initially agreed to pay the Placement Fee but is later not willing to pay this fee, the SEP placement shall be ended, and the participant shall be assigned to another SEP worksite or another appropriate CalWORKs activity.

Workers' Compensation for WEX participants shall be provided by the California Department of Social Services.

Referral Process

- CalWORKs staff shall be responsible for referring eligible participants to the Contractor.
- Referral shall include information on participant's completed Welfare-to-Work (WTW) activities, skills and abilities, identified employment barriers, information on transportation and child care arrangements, employment goals, and hours of participation requirements.
- Upon receipt of a referral from CalWORKs, Contractor shall contact participant and schedule a first appointment.
- Contractor shall send each referred participant a contact letter and make a minimum of three attempts over 10 working days to contact each participant by phone and/or mail and document efforts in case file.
- If after three unsuccessful attempts in 10 working days, Contractor shall notify CalWORKs that efforts have been unsuccessful.
- Contractor shall notify CalWORKs when contact with a participant is established and the process of Assessment has begun.
- County will facilitate access to C-IV.

Contractor Responsibilities:

Contractor shall:

- Provide and maintain adequate staff and administrative capabilities to carry out its duties under this contract.
- Secure appropriate office, training, and classroom space. Lease costs, utilities, necessary tenant improvements, training materials and supplies, computers, software and furnishings shall be the responsibility of the Contractor.
- Provide adequate staff development training and technical assistance to carry out its duties under this contract. Adequate attention shall be given to customer service satisfaction.
- Host and coordinate CalWORKs Connect monthly. This includes providing adequate meeting space, organizing and providing materials, including a graduation lunch for participants.
- Conduct OCAT assessments with referred persons

- Maintain Program Guidelines detailing the policies and procedures related to providing the services related to this contract including the progression of participant participation in Barrier Removal and Work Experience program activities.
- Communicate any participant job performance issues to CalWORKs as soon as possible, but within no more than five (5) working days and shall also document performance issues on the monthly progress report.
- Provide Family Stabilization support and functions for participants, as appropriate.
- Unless the participant's behavior warrants immediate dismissal, as outlined in Contractor's Program Guidelines, it is expected that participant performance issues be resolved by Contractor. If a performance issue cannot be successfully resolved, within five (5) days of Contractor's last attempt to resolve the issue, Contractor shall request a case consultation with CalWORKs staff to request assistance in resolving the issue. All case consultation shall include the participant whenever appropriate and feasible. A corrective action plan shall be developed between Contractor, CalWORKs and the participant to address performance issues, unless CalWORKs makes the decision to reassign the participant to another WTW activity. If a participant is terminated from the Employment service program, he or she shall remain eligible to rejoin the program at a later time.
- Monitor and track job readiness activities and timeframe (2 consecutive weeks or 6 weeks total) and provide a summary of job readiness accomplishments and a copy of each client's résumé at the conclusion of the job readiness phase of the program.
- Provide incentives for participation in work training and study activities to encourage program participation and self-sufficiency.
- Provide monthly progress reports on each CalWORKs participant, by the 15th of the month following the report month. The monthly report shall contain the following data points:
 - Participant Name
 - Completed hours
 - EST Status
 - Resume Status
 - Voc Ed Assessment Status
 - LD Screening Status
 - WEX Location
 - Subsidized Location
 - Unsubsidized Location
 - Performance issues
 - Number of participants who accessed or were referred to mental health services
 - Distribution of incentives
 - Number of participants receiving incentives and participant name
 - Incentive Type
 - Laptop
 - Gift Cards
 - Total monthly cost of incentives
 - Family Stabilization (***recorded on WellTrack***)
 - Assistance requested and for what amount in the following categories:
 - Rent
 - Security Deposit
 - Utility Payment
 - Moving cost
 - Hotel Assistance

- Other

Date an FSP Case is returned and the discontinuance reason

- Provide weekly attendance reports to the County for on-site and off-site participants.
- Submit Annual Report by June 1, 2025 to the CalWORKs Program Manager. Report shall include, at a minimum: the number of participants served; number and type of services delivered; programmatic and client challenges; and client outcomes such as GED completions, employment, future plans, etc. Reporting period shall be July 1, 2024 – April 30, 2025.
- Provide participant orientation to the training site policies and procedures, working conditions, appropriate dress and training site responsibilities.
- Cooperate with monitoring and evaluations conducted by the County.
- Collaborate with County CalWORKs Program Manager or his/her designee to provide continuity of information and services to clients.
- Provide California Voter Registration forms for all CalWORKs participants.
- Provide County with client information and financial information related to this Agreement, including a monthly list of WEX/SEP/ESE clients as requested and needed by appropriate County Staff and as permitted by applicable law.
- Utilize County Case Management System to track participant's status.
- Send monthly reports to County that include the following data points:
 - Participant Name
 - Completed Hours
 - EST Status
 - Resume status
 - Voc Ed Assessment Status
 - LD Screening Status
 - WEX Location
 - Subsidized location
 - Unsubsidized location
 - Performance issues and any additional notes
 - Number of participants who accessed or were referred to mental health services
 - Family Stabilization (FSP) assistance requested and for what amount in the following categories:
 - Rent assistance
 - Security deposit
 - Utility payment
 - Moving cost
 - Hotel assistance
 - Other
- Date an FSP case is returned and the discontinuance reason
- Assurance of Compliance with Confidentiality – See Attachment 1
- Assurance of Compliance with Non-Discrimination- Civil Rights. Contractor agrees that he/she shall provide a report to Nevada County Department of Social Services within 60 days of contract initiation as to how and when the Civil Rights training was provided to all persons performing services under Contractor's Agreement with the County of Nevada.
- Displacement provisions, as outlined below, shall be adhered to at all times:

Manual of Policies and Procedures Section 42-720: NONDISPLACEMENT PROTECTION IN WORK ACTIVITIES. A program position may not be created as a result of, or may not result in, any of the following:

Displacement Provisions

Except as specified in Section 42-720.3, an education, employment, or training program position specified in Sections 42-716.31(a) through (i), or under any county pilot project, may not be created as a result of, or may not result in, any of the following:

Displacement or partial displacement of current employees including, but not limited to, a reduction in hours of non-overtime and overtime work, wages, or employment benefits.

The filling of positions that would be promotional opportunities for current employees, unless such promotions are routinely filled through an open process in which recipients are provided an opportunity to compete for the job.

The filling of a position prior to compliance with applicable personnel procedures or provisions of collective bargaining agreements.

The filling of established unfilled public agency positions, unless the positions are unfunded in a public agency budget.

The filling of a position created by termination, layoff, or reduction in workforce, caused by the employer's intent to fill the position with a subsidized position.

A strike, lockout, or other bona fide labor dispute, or violation of any existing collective bargaining agreement between employees and employers.

The filling of a work assignment customarily performed by a worker in a job classification covered by a collective bargaining agreement in that specific worksite, or the filling of a work assignment in any bargaining unit in which funded positions are vacant or in which regular employees are on layoff.

The termination of a contract for services, before its expiration date, that displaces or partially displaces workers performing contracted services and which is caused by the employer's intent to fill the vacancy with a subsidized welfare-to-work participant.

The denial to a participant or employee of protections provided other workers on the worksite under state and federal workplace health, safety, and representation laws.

Notification of labor unions and non-union employees of the use of CalWORKs recipients

The County Welfare Department (CWD) shall notify or ensure that an employment or training provider notifies:

The appropriate labor union of the use of a CalWORKs recipient assigned to a welfare-to-work employment or training activity described in Section 42-716.31 or any position created under a county pilot project, in any location or work activity controlled by an employer and covered by a collective bargaining agreement between the employer and a union; or non-union employees of the use of CalWORKs Welfare-to-Work participants and the availability of the grievance process described in Section 42-720.4. (a) Display of a poster shall satisfy this requirement. The poster required by Section 42-720.312(a) shall not identify any welfare-to-work participant **Social Security Act 42 use § 607 (f)**

(f) Non-displacement in Work Activities.

(1) In general.—Subject to paragraph (2), an adult in a family receiving assistance under a State program funded under this part attributable to funds provided by the Federal Government may fill a vacant employment position in order to engage in a work activity described in subsection (d)*.

(2) No filling of certain vacancies.—No adult in a work activity described in subsection (d)* which is funded, in whole or in part, by funds provided by the Federal Government shall be employed or assigned—

(A) when any other individual is on layoff from the same or any substantially equivalent job;
or

(B) if the employer has terminated employment of any regular employee or otherwise caused an involuntary reduction of its workforce in order to fill the vacancy so created with an adult described in paragraph (1).

(3) Grievance procedure.—A State with a program funded under this part shall establish and maintain a grievance procedure for resolving complaints of alleged violations of paragraph

(4) No preemption. —Nothing in this subsection shall preempt or supersede any provision of State or local law that provides greater protection for employees from displacement.

Despite progress in addressing explicit discrimination, racial inequities continue to be deep, pervasive, and persistent across the country. Though we have made many strides toward racial equity, policies, practices, and implicit bias have created and still create disparate results. Through partnerships with the community, Nevada County Department of Social Services strives to address these inequities and continue progress in moving forward.

We encourage our contractors to have a diverse and inclusive workforce that includes representation from the disparate communities served by our county. Contractors will be expected to think holistically about creating services, program sites, and an employee culture that is welcoming and inclusive. Contractors should track metrics on Diversity, Equity, and Inclusion outcomes within their service delivery. Additional efforts should be made to identify and highlight growth opportunities for equitable outcomes, access to services, and other opportunities. Please dialog with your County contract manager about proposed metrics to track.

Services should be designed to meet clients' diverse needs. Contractors will be expected to participate in trainings and tailor outreach efforts and marketing materials to engage a diverse population of community members. Given that Spanish is a threshold language in Nevada County, a special emphasis should be placed on engaging Latinx communities and providing services in Spanish.

EXHIBIT B
SCHEDULE OF CHARGES AND PAYMENTS
NEVADA-SIERRA CONNECTING POINT PUBLIC AUTHORITY

County agrees to reimburse Contractor for satisfactory delivery of services pursuant to this Agreement, a maximum amount not to exceed \$1,548,197 for the contract term of July 1, 2024 through June 30, 2025. Of this total, \$898,197 will be designated for administrative and program activity costs; and \$650,000 will be designated to fund SEP/ESE participant wages, payroll taxes, education/employment support materials and incentives.

To accommodate programmatic cash flow needs commencing as of July 1, 2024 up to \$40,000 monthly shall be advanced to the Contractor for the remainder of the contract term. Contractor shall submit an invoice by the 15th of the month requesting the next month's advance and providing a record of the previous month's actual expenses. The amount of the advance will be adjusted monthly as per the over or under expenditure of funds already advanced.

Categorical funding may be amended by written permission of the Director of Social Services in advance of expenditures. Any amendments will maintain the integrity and purpose of the program under this Contract and will be in the best interest of the program. The Department of Social Services at its sole discretion shall determine if the change will continue to meet the contract objectives and approve or deny the request.

BILLING AND PAYMENT PROCESS:

Contractor Responsibilities:

- Participants shall complete and sign the time reports on a monthly basis. The time reports must be signed by the WEX and SEP worksite Supervisor and submitted to the Contractor by the 10th of the following month.
- Within 5 days of receipt of the time records, Contractor will process time reports for all SEP participants. Along with a monthly report of worksite location, dates worked, and hours worked,
- Contractor will send the County a monthly invoice which details the total wage costs: wages and benefits, placement fees collected and used for wages, and the amount to be paid by the County for each participant.
- During the initial development of the SEP worksite agreement with the employer, Contractor shall certify and confirm that the third party's contribution (placement fees) supporting SEP participant wages will not be funded through federal funds or through funds that are used or will be used to satisfy a cost-sharing or matching requirement of another federal program, and are not any type of an in-kind contribution.
- Submit monthly invoices for actual administrative costs incurred under the WEX and SEP programs. Invoices will detail operating expenses and staffing costs to include staff hours worked, salary, benefits, and payroll taxes.
- To expedite payment, Contractor shall reference on their invoice the County Resolution Number, which has been assigned to their approved Contract.
- Reports shall be due by the 15th of the month following the month of service and a final report due July 31, 2025, which includes a final reconciliation of all funds received under this Agreement and corresponding expenditures.

County Responsibilities:

- County shall review the monthly invoice and notify the Contractor within fifteen (15) working days if an individual item or group of costs is being questioned. Contractor has the option of delaying the

entire claim pending resolution of the cost(s).

- Payments of approved invoices shall be made within thirty (30) days of receipt of a complete, correct, and approved billing.
- County will claim AB 98 funds to offset SEP program costs and claim AB 74 funds to offset ESE program costs.

FY 2024/2025 Budget:

EXPENSES	Total
SALARIES	
Executive Director 0.03 FTE	5,512
Chief Operating Officer 0.09 FTE	14,713
HR and Communications 0.18 FTE	9,435
Employment Skills Manager 0.45 FTE	42,555
Program Supervisor .52 FTE	37,344
Employment Specialist 1.00 FTE	67,035
Navigator 3.00 FTE	179,770
Training Coordinator 1.00 FTE	62,178
Administrative Assistant .5 FTE	29,582
Office Administrator 0.33	19,795
Accountant 0.2 FTE	15,723
IT Systems Admin 0.2 FTE	11,663
Data Analyst	10,722
Total Salaries:	506,027
BENEFITS & TAXES	
Employee Benefits	187,230
Employee Taxes	40,482
Total Benefits & Taxes:	227,712
DIRECT PAYMENTS TO PARTICIPANTS	
Participant Wages	441,000
Participant Taxes	145,750
Education/ Employment Support Materials	41,250
Incentives	22,000
Total Participant Wages:	650,000
TRAVEL/TRAINING	
Mileage	100
Travel and Meal Expense	2,000
Conference and Training	4,000
Total Travel & Training:	6,100
VEHICLE EXPENSES	
Vehicle Fuel	1,230
Vehicle Maintenance	1,000
Total Vehicle Expenses:	2,230
AUTO LIABILITY & WORKERS COMP INS	31,800

OFFICE EXPENSES	
Occupancy	38,540
Utilities and Maintenance	14,345
Security System	146
Copier (including maintenance)	2,470
Equipment, Furniture	1,214
Communications	7,200
Postage	400
Office Supplies	16,409
Staff recruitment	200
Printing	1,200
Publications, DVD, and subscriptions	8,602
Reasonable Accommodation	100
Total Office Expenses:	90,826
PROFESSIONAL SERVICES	
Legal Services	1,500
Payroll and Bookkeeping Services	7,000
Bank/County Auditor Charges	1,000
Annual Audit	14,310
Website	420
Consultants (including Rush Personnel)	2,196
Total Professional Services:	26,426
Subtotal	\$1,541,121
Indirect Overhead Expense	7,076
Total Projected Expenses:	\$1,548,197

CONTINGENCY

Contract maximum is contingent and dependent upon the County's annual receipt of anticipated State/Federal Funds for contract services. Services performed shall be in accordance with CalWORKs funding sources guidelines.

SEP and ESE program assignments are contingent upon the availability of Federal and State funds. When funding expires or otherwise ends, the subsidy shall end; the SEP and/or ESE positions will terminate or be evaluated for conversion to an unpaid WEX assignment.

Any and all furniture, computer equipment, furnishings, assets, etc. purchased with funds under this Agreement shall remain the property of the County.

INVOICES

Each invoice shall include:

- Contract Number assigned to the approved contract
- Dates/Month services were rendered and/or billing period covered
- Actual cost of services rendered, per the budgeted line items above
- Supporting documentation and/or reports as required and specified in Exhibit A

Contractor shall submit monthly invoices for services by the 20th of the month following the month of service. County shall review each invoice for accuracy and appropriateness of supporting documentation.

Should there a discrepancy on the invoice, it 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. Errors or lack of sufficient supporting documentation may result in a delay of invoice processing and payment.

Billing contact for Contractor is:

HHSA Administration
Attn: DSS Fiscal
950 Maidu Avenue
Nevada City, California 95959
(530) 470-2420

BILLING PROCESS 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 CONFIDENTIALITY AGREEMENT

Contractor shall not duplicate, disseminate or disclose Personally Identifiable Information (PII) except as allowed in this agreement. This agreement applies to any written, oral or electronic PII obtained from, or provided by, the County for the purpose of administering the CalWORKs Welfare to Work program. This information includes all written, oral, visual and printed applicant/recipient records, 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. (See also 22 California Code of Regulations Section 50111 and 51009.)

Definitions

For the purposes of this agreement, the following terms mean:

1. **"Assist in the Administration of the Program"** means performing administrative functions on behalf of programs, such as determining eligibility for, or enrollment in, and collecting PII for such purposes; to the extent such activities are authorized by law.
2. **"Breach"** refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to PII, whether electronic, paper, verbal, or recorded.
3. **"County staff"** means those contractor employees, subcontractors, vendors and agents performing any functions for the county that require access to and/or use of PII and that are authorized by the county to access and use PII.
4. **"PII"** is personally identifiable information that is obtained through the MEDS or IEVS on behalf of the programs and can be used alone, or in conjunction with any other reasonably available information, to identify a specific individual. The PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. The PII may be electronic, paper, verbal, or recorded.
5. **"Security Incident"** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PII, or interference with system operations in an information system which processes PII that is under the control of the contractor, county or county's Statewide Automated Welfare System (SAWS) Consortium, or under the control of a contractor, subcontractor or vendor of the county, on behalf of the county.
6. **"Secure Areas"** means any area where:
 - a. Contractor staff assist in the administration of their program;
 - b. Contractor staff use or disclose PII; or
 - c. PII is stored in paper or electronic format.

Contractor agrees to:

1. Use or disclose PII obtained from the County only to perform administrative functions related to administering employment or social services to the County's clients. Access to PII shall be restricted to Contractor staff who need to perform their official duties to assist in the administration of the program.

2. Use or disclose PII as permitted by the CDSS Privacy and Security Agreement and only to assist in the administration of programs in accordance with 45 CFR 205.50 et seq and Welfare and Institutions Code section 10850 or as authorized or required by law. Disclosure which are authorized or required by law, such as a court order, or are made with the explicit written authorization of the individual, who is the subject of the PII, are allowable. Any other use or disclosure of PII requires the express approval in writing to County. No Contractor staff shall duplicate, disseminate or disclose PII except as allowed in the Agreement.
3. Develop and maintain a written information privacy and security program that includes the designation of Privacy and Security Officer and establishes and maintains appropriate safeguards to prevent any use or disclosure of PII other than as provided for by this agreement and applicable law. Safeguards shall include administrative, physical, and technical safeguards appropriate to the size and complexity of the 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.
4. Ensure regular and sufficient training, including onboard training to all newly hired staff within 30 days, annual refresher training, and utilize reasonable measures to ensure compliance with requirements of this agreement by Contractor's employees or workforce members who use or disclose PII (in any form) to assist in the performance of functions or activities under this contract; and discipline such workforce members and employees who violate any provisions of this agreement, including termination of employment. Workforce member training shall be documented and such documents retained for three years beyond the end of this contract and made available to County for inspection if requested.
5. Ensure that all Contractor staff sign a confidentiality statement. Confidentiality statements shall be signed by Contractor staff prior to accessing PII and annually thereafter. The statements shall include at a minimum:
 - a. General Use;
 - b. Security and Privacy Safeguards;
 - c. Unacceptable Use; and
 - d. Enforcement Policies.

Statements shall be retained for a period of three years beyond the end of this contract and made available to County for inspection if requested.

6. Conduct a background screening of Contractor staff before they may access PII. The background screening should be commensurate with the risk and magnitude of harm Contractor staff could cause. More thorough screening shall be done for those staff who are authorized to bypass significant technical and operational security controls.

Background screening documentation shall be retained for each staff for a period of three (3) years following termination of this Agreement.

7. Secure all areas of facilities where Contractor staff use, disclose or store PII including:
 - a. Ensure procedures and controls are in place to promptly revoke access to the facility from terminated employees.
 - b. Store paper records with PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks or locked offices.
 - c. Using all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of or viewing PII.
 - d. These areas shall be restricted to only allow access to authorized individuals by using one or

more of the following:

- i. Properly coded key cards
- ii. Authorized door keys
- iii. Official Identification

8. Secure all devices which are used to access PII including:
 - a. Encrypted workstations, laptops, mobile devices and removable media using FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption system must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
 - b. Encrypt electronic files containing PII when stored on any mobile device or removable media to same standards as above.
 - c. Install and actively use antivirus software solutions on all workstations, laptops and other systems which process and/or store PII.
 - d. Apply all critical security patches within thirty (30) days of vendor release to all workstations, laptops or other systems which process and/or store PII.
 - e. Implement a policy to ensure the integrity of individual staff's passwords used to access PII.
 - f. Destroy all PII that is no longer needed using a method consistent with NIST SP800-88, Guidelines for Media Sanitation, such that the PII cannot be retrieved.
 - g. Servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.
 - h. Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.
9. Contractor may ensure its compliance with the following administrative, technical and physical safeguards through the system that it obtains access to PII, including County's Statewide Automated Welfare System Consortium, C-IV Consortium, with prior verification and approval of County:
 - a. Critical security patch management must be applied on all workstations, laptops and other systems, which process and/or share PII with system reboot if necessary. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations. At maximum, all applicable patches deemed as critical are installed within thirty (30) days of vendor release.
 - b. All contract workforce members and employees must be issued a unique user name for accessing PII which are promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty-four (24) hours. The following provision shall apply:
 - i. Passwords are not shared.
 - ii. Passwords must be at least eight (8) characters long.
 - iii. Passwords must be a non-dictionary word.
 - iv. Passwords must be stored in readable format on the computer or server.
 - v. Passwords must be changed every ninety (90) days or less.
 - vi. Passwords must be changed if revealed or compromised.
 - vii. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
 - Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)

- Special Characters (!, @, #, etc.)
- c. When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.
- d. The systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
- e. The systems providing access to PII must display a warning banner stating, at minimum that data is confidential, systems are logged, system use is for business purposes only for authorizes users and users shall log off the system immediately if they do not agree with these statements.
- f. The systems which provide access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII. The audit trail i) be date and time stamped, ii) log both successful and failed accesses, iii) be read-access only and iv) be restricted to authorized users. Databases that store POII shall have database logging functionality that is enabled and audit trails shall be retained for three years beyond the end of this contract and made available to County for inspection if requested.
- g. The system providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.
- h. All data transmissions of PII outside of a secure internal network must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used. Encryption can be end to end at the network level, or the datafiles containing PII can be encrypted. This requirement pertains to any type of PII in motion including website access, file transfer and email.
- i. All systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.
- j. Contractor must ensure audit control mechanisms are in place. All systems processing and/is storing PII must have at least an annual system risk assessment/security that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection. Reviews should include vulnerability scanning tools. All systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access. All systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data. When the Contractor, County or DHCS suspects MEDS usage anomalies, the Contractor will work with the County or DHCS to investigate the anomalies and report conclusions of such investigations and remediation to County.
- k. Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours. Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression. Contractor shall have established documented procedures to backup PII to maintain retrievable exact copies of PII. The documented backup procedures shall contain a schedule which includes incremental and full backups. The procedures shall include storing backup's offsite. The procedures shall ensure an inventory of backup media. Contractor shall have established documented procedures to recover PII data which shall include an estimated amount of time needed to restore the PII data.

10. The PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information. Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which the contractor staff can remove and/or transport PII from the Contractor's premises for identified routine businesses purposes only, as well as the physical security requirements during transport. This should be included in training due to the nature of the risk.

Visitors to areas where PII is contained shall be escorted, and PII shall be kept out of sight while visitors are in the area. PII must be disposed of through confidential means, such as cross cut shredding or pulverizing. The PII must not be removed from the premises of Contractor, except for identified routine business purposes or with express written permission of County.

All faxes containing PII shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender. Fax numbers shall be verified with the intended recipient before sending the fax.

All mailings containing PII shall be sealed and secured from damages or inappropriate viewing of PII to the best extent possible. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt.

11. Take prompt corrective action in the event of any security incident or any unauthorized use or disclosure of PII to cure any such deficiencies and to take any action required by applicable federal and state laws and regulations.
12. Report to County any security incident or any unauthorized use or disclosure of PII (in any form. Contractor shall make this report immediately upon the 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 the 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 the Contractor, or who should reasonably have known such unauthorized activities occurred.

To direct communications regarding any security incident, the Contractor shall initiate contacts as indicated herein.

Nevada County Department of Social Services	Nevada County Privacy & Security Officer
CalWORKs Welfare to Work Program Department of Social Services 988 McCourtney Road Grass Valley, CA 95949 Point of Contact: Rachel Peña Email: Rachel.Pena@nevadacountyca.gov Phone: 530-265-1760	Privacy Officer Health and Human Services Agency 950 Maidu Avenue Nevada City, CA 95959 Point of Contact: Candace Pelham Email: privacy.officer@nevadacountyca.gov

13. Make Contractor's internal practices, books, and records relating to the use and disclosure of PII received from, or created or received by the Contractor on behalf of County available to the County

upon request.

14. Contractor agrees that this agreement may be amended from time to time by County if and to the extent required by the Welfare and Institutions Code or the Department of Social Service Privacy and Security Agreement, in order to assure that this agreement is consistent therewith; and authorize termination of the agreement by County if County determines that Contractor has violated a material term of this agreement.
15. Contractor shall not provide access or disclose PII to any sub-contractor or other individual not employed directly by Contractor without written permission from the County.
16. Contractor agrees to comply with applicable provisions in the Computer Matching and Privacy Protection Act Agreement (CMPAA) between the Social Security Administration (SSA) and California Health and Human Services Agency (CHHS), in the Information Exchange Agreement (IEA) between SSA and CDSS, in the Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the SSA (TSSR), hereby incorporated in this contract as Attachment A, and in the Computer Matching Agreement (CMA) between the Department/Agency of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and CDSS, hereby incorporated into this contract as Attachment B.

If there is any conflict between a privacy and security standard in Attachment A or Attachment B and a standard in this contract, the most stringent standard shall apply. The most stringent standard means the standard that provides the greatest protection to PII.

Attachment A and Attachment B contents are highly sensitive and confidential. All disclosures of these attachments shall be limited to the appropriate parties or individuals responsible for and involved in decision making for safeguarding of PII. These documents are not public and shall not be published on any website accessible by or otherwise made available to the public.

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 Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

1. **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.
2. **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.
3. **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. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance MCS-90, covering materials to be transported by Contractor pursuant to the contract.
4. **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. CONTRACTOR AFFIRMS UNDER PENALTY OF PERJURY THEY ARE INDEPENDENT AND WITHOUT EMPLOYEES. CONTRACTOR AFFIRMS THEY CARRY HEALTH INSURANCE POLICY, HEALTHCARE SERVICE PLAN, OR DISABILITY INSURANCE COVERING CONTRACTOR FOR BODILY INJURY OR DISEASE. CONTRACTOR FURTHER AGREES TO WAIVE ALL RIGHTS TO WORKERS’ COMPENSATION BENEFITS FOR ANY ACCIDENT FOR BODILY INJURY OR DISEASE. CONTRACTOR HEREBY GRANTS TO COUNTY A WAIVER OF ANY RIGHT TO SUBROGATION WHICH ANY INSURER OF SAID CONTRACTOR MAY ACQUIRE AGAINST THE COUNTY BY VIRTUE OF THE PAYMENT OF ANY LOSS UNDER SUCH INSURANCE.
5. **Professional Liability (Errors and Omissions):** Insurance covering **medical malpractice** and information privacy coverage with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
6. **Professional Liability (Errors and Omissions)** Insurance covering **social worker** case management malpractice, also sexual molestation/misconduct/abuse, and information privacy coverage with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
7. **Commercial Crime:** Covering employee dishonesty, forgery or alteration coverage, computer fraud coverage, kidnap, ransom, extortion, money and securities, money orders and counterfeit money with limit no less than **\$1,000,000** per occurrence, **\$1,000,000** aggregate.
8. **Director and Officers (D&O) Liability Insurance** covering breach of fiduciary duty, misrepresentation of company assets, misuse of company funds, fraud, failure to comply with workplace laws, theft of intellectual property, and lack of corporate governance with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.
9. **Cyber Liability:** Insurance, with limit not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to

infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

10. *(note include this section only if the Contractor is providing a technology service such as data storage, website designers, etc., or products like software)* **Technology Professional Liability Errors and Omissions Insurance:** Appropriate to the Contractor's profession and work hereunder, with limits not less than **\$2,000,000** per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- a. The policy shall include, or be endorsed to include **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of County in the care, custody, or control of Contractor.

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

Other Insurance Provisions:

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

1. **Additional Insured Status: 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 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 Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, then through the addition of both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
2. **Primary Coverage** For any claims related to this contract, **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by County, its officers, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. **Umbrella or Excess Policy** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

4. **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 County.
5. **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against 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 County has received a waiver of subrogation endorsement from the insurer.
6. **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.
7. **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. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds **\$25,000** unless approved in writing by the County. Any and all deductibles and SIRs shall be the sole responsibility of the Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification. *(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)*
8. **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by County. County may require 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)*
9. **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 County.
10. **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, Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
11. **Verification of Coverage** Contractor shall furnish 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 Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. *(note – obtaining a copy of the policy declarations and endorsement page to facilitate verification of coverages and spot any undesirable policy limitations or exclusions is recommended)*

12. **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.
13. **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.
14. **Premium Payments** The insurance companies shall have no recourse against 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.
15. **Material Breach** Failure of 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.
16. **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.

EXHIBIT F

INFORMATION TECHNOLOGY SECURITY

1. Notification of Data Security Incident

For purposes of this section, “Data Security Incident” is defined as unauthorized access to the Contractor’s business and/or business systems by a third party, which access could potentially expose County data or systems to unauthorized access, disclosure, or misuse. In the event of a Data Security Incident, Contractor must notify County **in writing as soon as possible and no later than 48 hours after Contractor determines a Data Security Incident has occurred**. Notice should be made to all parties referenced in the “Notices” section of the Agreement. Notice must reference this contract number. Notice under this section must include the date of incident, Contractor’s systems and/or locations which were affected, and County services or data affected. The duty to notify under this section is broad, requiring disclosure whether any impact to County data is known at the time, to enable County to take immediate protective actions of its data and cloud environments.

Failure to notify under this section is a material breach, and County may immediately terminate the Agreement for failure to comply.

2. Data Location

- 2.1 Contractor shall not store or transfer non-public County of Nevada data outside the United States. This prohibition includes backup data and Disaster Recovery locations. The Contractor will permit its personnel and contractors to access County of Nevada data remotely only as required to provide technical support. Remote access to data from outside the continental United States is prohibited unless expressly approved in advance and in writing by the County.
- 2.2 The Contractor must notify the County **in writing within 48 hours** of any location changes to Contractor’s data center(s) that will process or store County data. Notice should be made to all parties referenced in the “Notices” section of the Agreement.

3. Data Encryption

- 3.1 The Contractor shall encrypt all non-public County data in transit regardless of the transit mechanism.
- 3.2 The Contractor shall encrypt all non-public County data at rest.
- 3.3 Encryption algorithms shall be AES-128 or better.

4. Cybersecurity Awareness and Training

The County maintains a robust Cybersecurity Awareness and Training program intended to assist employees and contractors with maintaining current knowledge of changing cybersecurity threats and countermeasures. Any contractor that is assigned a County network account will be assigned User Awareness training and must complete it within the time period it is assigned. Training completion progress is monitored by sponsor departments and non-compliant users may have their account suspended or restricted.

The County conducts email Phish testing on a regular basis to expose account holders to the types of potential threats.

Contractor will maintain a Cybersecurity Awareness and Training program for training staff at a minimum of once a year. Contractor will maintain records of the program for review by the County when requested.

EXHIBIT “G”
ADDITIONAL FUNDING TERMS AND CONDITIONS
[TANF- ESE]

1. **FEDERAL AWARD IDENTIFICATION:** Per OMB 2 CFR 200.331 all pass-through entities must ensure that every sub-award is clearly identified to the SUBRECIPIENT as a sub-award and include the following information:
 - a. Subrecipient Name: NEVADA-SIERRA
CONNECTING POINT PUBLIC AUTHORITY
 - b. Project Description: CALWORKS EXPANDED
SUBSIDIZED EMPLOYMENT SERVICES
 - c. Subrecipient DUNS Number: D822JKXFXBL1
 - d. Federal Funds Obligated to the Sub-recipient: \$1,548,197
 - e. Federal Awarding Agency: Temporary Assistance for Needy Families (TANF)
 - f. Pass Through Entity: County of Nevada
 - g. Federal Award Identification Number (FAIN) : 93.558
 - h. Catalog of Federal Domestic Assistance (CFDA) name: 93.558
 - i. Catalog of Federal Domestic Assistance (CFDA) number:
 - j. Contract Term: Start date: 7/1/2024 End date: 6/30/2025
 - k. Research and Development Grant: ☐ Yes ☒ No
 - l. Indirect Cost Rate: ☐ Yes ☒ No ☐ N/A-De Minimis Indirect Cost Rate
2. **CONDITION 1:** Included in Ex A
3. **REPORTING REQUIREMENTS:**
Included in Ex A and Ex B

SUMMARY OF CONTRACT

Nevada-Sierra Connecting Point Public Authority

Description of Services: Provision of services related to the administration of employment services for participants through employability barrier removal programs, unpaid Work Experience (WEX), and Subsidized Employment (ESE) Program.

SUMMARY OF MATERIAL TERMS

Max Annual Price: \$1,548,197

Contract Start Date: 7/1/2024

Contract End Date: 6/30/2025

Liquidated Damages: N/A

INSURANCE POLICIES

Commercial General Liability	(\$2,000,000)	Worker's Compensation	(Statutory Limits)
Cyber Liability	(\$2,000,000)	Commercial Crime	(\$1,000,000)
Automobile Liability	(\$1,000,000)		

FUNDING

1589-50105-494-5001/521525

LICENSES AND PREVAILING WAGES

Designate all required licenses: N/A

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:		CONTRACTOR:	
Nevada County, Social Services Department of Health and Human Services		Nevada Sierra Connecting Point	
Address:	950 Maidu Ave	Address	208 Sutton Way
City, St, Zip	Nevada City, CA 95959	City, St, Zip	Grass Valley, CA 95945
Attn:	Tamaran Cook	Attn:	Tim Giuliani
Email:	Tamaran.Cook@co.nevada.ca.us	Email:	timg@ns-pa.org
Phone:	(530) 265-7160	Phone:	(530) 274-5601

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"/>	
Non-Profit:	<input checked="" 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"/>
Person:	<input type="checkbox"/>	Indiv.	<input type="checkbox"/>	DBA <input type="checkbox"/>	Ass'n <input type="checkbox"/>	Other <input type="checkbox"/>	
					Additional Terms & Conditions Included (Grant Specific)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
					Subrecipient	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

ATTACHMENTS

Exhibit A: Schedule of Services	Exhibit F: Information Technology Security
Exhibit B: Schedule of Charges and Payments	Exhibit G: Additional Funding Terms and Conditions
Exhibit C: Insurance Requirements	

ASSURANCE OF COMPLIANCE WITH
NEVADA COUNTY DEPARTMENT OF SOCIAL SERVICES
NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS

&

DECLARATION OF ELIGIBILITY FOR PROSPECTIVE CONTRACTORS

NAME OF VENDOR/RECIPIENT: _____

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940(c), (h), (l), (i), and (4); California Government Code Section 4450; Title 22, California Code of Regulations Section 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of race, color, national origin, ethnic group identification, ancestry, political affiliation, religion, religious creed, marital status, sex, sexual orientation, age, medical condition, or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

Contractor agrees that he/she will provide a report to Nevada County Department of Social Services within 60 days of contract initiation as to how and when the aforementioned laws, rules and regulations were communicated to all persons performing services under Contractor's Agreement with the County of Nevada.

THIS ASSURANCE is binding on the agency directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

Furthermore, Contractor declares that he/she or the entity you are representing is not an "Ineligible Person" as defined herein: "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 offense related to the provision of health care items or services, but has not yet been debarred, or otherwise declared ineligible. If, while engaged as a Contractor for the County, I (or the entity I represent) become an Ineligible Person, I will notify the Social Services Director immediately.

Date: _____

Director's Signature: _____
Vendor/recipient

Address of vendor/ recipient