



RESOLUTION No. 23-308

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF A RENEWAL CONTRACT WITH THE NEVADA COUNTY SUPERINTENDENT OF SCHOOLS (NCSOS) FOR A HEALTH DATA ANALYST TO ENCOURAGE, IMPROVE AND SUPPORT DISEASE SURVEILLANCE, TESTING, DATA COLLECTION, AND REPORTING TO ADDRESS DISEASE INFECTION, CONTROL, AND PREVENTION IN THE SCHOOL COMMUNITY IN THE MAXIMUM AMOUNT OF \$107,721 FOR THE TERM OF JULY 1, 2023 THROUGH JUNE 30, 2024

WHEREAS, Public Health wishes to enter a renewal contract with the Nevada County Superintendent of Schools (NCSOS) for the services related to a Health Data Analyst position to encourage, improve and support surveillance, testing, data collection, and reporting to address disease infection, control, and prevention in the school community; and

WHEREAS, the overall objective of the contract is to support the efforts of the Public Health Department in collecting and analyzing disease and illness data to discover trends and anomalies to further support its efforts to prevent the spread of COVID-19 and other communicable diseases; and

WHEREAS, the Health Data Analyst position within NCSOS provides a bridge between the Public Health Department and School Nurses and other school health personnel to improve disease surveillance efforts and help control the spread of COVID-19 and other communicable diseases in Nevada County schools.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Professional Services Contract by and between NCSOS, pertaining to the provision of services related to a Health Data Analyst to encourage, improve and support surveillance, testing, data collection, and reporting to address disease infection, control, and prevention in the school community in the maximum amount of \$107,721 for the contract term of July 1, 2023 through June 30, 2024, be and hereby is approved, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Contract on behalf of the County of Nevada. This contract is contingent upon the adoption of the Fiscal Year 2023/24 County Budget. The contract begins on July 1, 2023.

Funds to be disbursed from account: 1589-40107-492-7122 / 521520

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 27th day of June, 2023, by the following vote of said Board:

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

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Edward C. Scofield, Chair

6/27/2023 cc: PH*
AC* (Hold)

7/03/2023 cc: PH*
AC* (Release)

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

Contract No. RES 23-308

Contract Description: Health Data Analyst to encourage, improve and support surveillance, testing, data collection, and reporting to address disease infection, control, and prevention in the school community stakeholders

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

THIS PROFESSIONAL SERVICES CONTRACT (“Contract”) is made at Nevada City, California, as of June 27, 2023 by and between the County of Nevada, (“County”), And Nevada County Superintendent of Schools (“Contractor”) (together “Parties”, individual “Party”), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed One Hundred Seven Thousand and Seven Hundred and Twenty One Dollars (\$107,721).**
3. **Term** This Contract shall commence on July 1, 2023 All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: June 30, 2024.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The Parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A or elsewhere in this Contract shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither Party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.
8. **Liquidated Damages**
Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated

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

9. **Relationship of Parties**

9.1. **Independent Contractor**

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

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

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

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

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions set forth herein, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a material breach of this Contract, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

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

12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the “Indemnifying Party”) hereby agrees to protect, defend, indemnify, and hold the other Party (the “Indemnified Party”), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party’s negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party’s liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party’s performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.
13. **Certificate of Good Standing** Contractors who are registered corporations, including those corporations that are registered non-profits, shall possess a Certificate of Good Standing also known as Certificate of Existence or Certificate of Authorization from the California Secretary of State, and shall keep its status in good standing and effect during the term of this Contract.
14. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.
15. **Contractor without additional compensation** Contractor’s personnel, when on County’s premises and when accessing County’s network remotely, shall comply with County’s regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize County’s privileged access management platform for all remote access support functions, unless other methods are granted in writing by County’s Chief Information Officer or their designee.
16. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
- Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
 - Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all

related requirements of those sections must be maintained throughout the performance of the Contract.

- Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and each subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
 - The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
17. **Accessibility** It is the policy of County that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct services are and shall be accessible to all persons.
18. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation, or any other legally protected category, in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
19. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of State grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
20. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
21. **Financial, Statistical and Contract-Related Records:**
- 21.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.
- 21.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records, including general business records, available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.
- 21.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys

erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the correct amount owed during the audit period.

22. **Cost Disclosure:** In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report.
23. **Termination.**
- A. A material breach, as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this Contract, or both, without notice.
 - B. If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) calendar days written notice to Contractor.**
 - C. Either Party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of Contractor, Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which Contractor has no control.
 - D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.
 - E. Any notice to be provided under this section may be given by the Agency Director.
 - F. Suspension: County, upon giving seven (7) calendar days written notice to Contractor, shall have the right to suspend this Contract, in whole or in part, for any time period as County deems necessary due to delays in Federal, State or County appropriation of funds, lack of demand for services to be provided under this contract, or other good cause. Upon receipt of a notice of suspension from County, Contractor shall immediately suspend or stop work as directed by County and shall not resume work until and unless County gives Contractor a written notice to resume work. In the event of a suspension not the fault of the Contractor, Contractor shall be paid for services performed to the date of the notice of suspension in accordance with the terms of this Contract.

In the event this Contract is terminated:

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

The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

24. **Intellectual Property** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of County. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by 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.
25. **Waiver** One or more waivers by one Party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other Party.
26. **Conflict of Interest** Contractor certifies that no official or employee of County, nor any business entity in which an official of County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County's Personnel Code
27. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other contract, statement, or promise made by any Party, or to any employee, officer or agent of any Party, which is not contained in this Contract, shall be binding or valid.
28. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all Parties, except as expressly provided in Section 22, Termination.
29. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each Party waives any federal court removal and/or original jurisdiction rights it may have.
30. **Compliance with Applicable Laws** Contractor and any subcontractors shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the services or type of services to be provided by this Contract.
31. **Confidentiality** Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

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

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

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

32. **Additional Contractor Responsibilities**

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

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

COUNTY OF NEVADA:		CONTRACTOR:	
Nevada County Health and Human Services Agency, Public Health Department		Nevada County Superintendent of Schools	
Address:	500 Crown Point Circle, Ste 110	Address	380 Crown Point Circle
City, St, Zip	Grass Valley, California 95945	City, St, Zip	Grass Valley, California 95945
Attn:	Debbie Daniel	Attn:	Scott Lay
Email:	Debbie.Daniel@nevadacountyca.gov	Email:	slay@nevco.org
Phone:	(530) 847-8446	Phone:	(530) 478-6400

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: 06/27/2023

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

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

CONTRACTOR: Nevada County Superintendent of Schools

By:  Date: 06/16/2023
Scott W Lay (Jun 16, 2023 10:03 PDT)

Name: Scott W Lay

* Title: Superintendent

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

Exhibits

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

**EXHIBIT A
SCHEDULE OF SERVICES
NEVADA COUNTY SUPERINTENDENT OF SCHOOLS**

Nevada County Superintendent of Schools, hereinafter referred to as “CONTRACTOR”, shall provide a Health Data Analyst to work in collaboration with the Local Education Agency’s (LEA) stakeholders to encourage, improve and support surveillance, testing, data collection, and reporting to address disease infection, control, and prevention in the school community on behalf of the Nevada County Public Health Department, hereinafter referred to as “COUNTY.”

The Health Data Analyst position is designed to support the efforts of the COUNTY in collecting and analyzing disease and illness data to discover trends and anomalies to further support its efforts to prevent the spread of COVID-19 and other communicable diseases.

CONTRACTOR’s Responsibilities:

The Health Data Analyst will assist in analysis and preparation of complex health data reports, respond to questions regarding program policies, procedures and functions, provide assistance for statistical analysis of data, maintain databases and confidentiality, prepare and present written and oral reports to administration, provide guidance, instruction and training to LEA stakeholders, serve as a liaison between LEA stakeholders, school staff, and COUNTY, and assist in developing protocols to support programs. This position will perform complex and specialized health data analysis.

Essential Functions and Responsibilities for the Health Data Analyst may include, but are not limited to:

School Syndromic Surveillance

1. Provide outreach and encourage schools to continue to participate in the Nevada County's School Absenteeism Syndromic Surveillance Program.
2. Continue to outreach, promote and encourage Truckee Tahoe Unified School District (TTUSD) participation. Goal is to have at least 3 schools participate in the syndromic surveillance program for the 2023-2024 school year.
3. Troubleshoot collection and database issues and encourage LEA stakeholders to consistently meet daily reporting standards. Collection data to include but not limited to: enrollment, attendance and students experiencing Influenza-Like Illness symptoms and other identifiable illnesses as deemed necessary by COUNTY.
4. In coordination with COUNTY staff, including COUNTY’s Epidemiologist, review, analyze and interpret data to identify potential outbreaks, trends, and anomalies in Nevada County schools.
5. Weekly participation report to be submitted to COUNTY’s Epidemiologist and CONTRACTOR’s Director of School Safety.

Communicable Disease and Infection Control

1. Assist COUNTY staff in coordination of gathering data regarding students’ vaccination records during potential outbreaks of vaccine-preventable diseases.
2. Serve as a liaison between school nurses/personnel for all schools located in Nevada County and COUNTY to address infection, control and prevention activities as it relates to COVID-19 or other disease tracking required by COUNTY. Collect line lists of exposed students to communicable diseases and share with COUNTY staff upon request. This may require

coordination with COUNTY's Epidemiologist, Infection Control Specialist and Public Health Nurses specializing in school exposures to COVID-19.

3. Provide disease mitigation and prevention guidance to parents of children and other vulnerable populations.
4. Try to ensure compliance for COVID-19 school case reporting county-wide through CalCONNECT as required by state law. This includes registering new SPOT liaisons, providing technical assistance to liaisons, processing intake forms, and other duties as identified by COUNTY staff.
5. Adapt School Communicable Disease Guide, using template from CDPH or another county, for schools located in Nevada County.

Immunization

1. Review and provide resources to school nurses/personnel and stakeholders on current immunization recommendations and immunization waiver process.
2. Working in partnership with COUNTY's Immunization staff, assist school nurses/personnel on mandatory annual fall immunization reporting to the State.
3. Keep abreast of best practices and changes in regulations and/or guidelines for assigned responsibilities. Prepare and disseminate information to school nurses/personnel and stakeholders.

Oral Health

1. Assist with Kindergarten Oral Health Assessment (KOHA) reporting in conjunction with Oral Health Program staff:
 - Assess the number of schools currently not reporting Kindergarten Oral Health Assessments (KOHA) to the System for California Oral Health Reporting (SCOHR).
 - Identify current processes of participating schools and identify best practices.
 - Identify target schools for intervention.
 - Provide guidance for implementation KOHA participation and reporting.
 - Attend and participate in meetings with key partners to help mobilize the community and set targets.
 - Provide the number of kindergarteners registered per school, and how many completed KOHA forms the school collected from these students.

California Healthy Kids Survey (CHKS)

1. Share due dates and links for survey collection to LEAs and follow-up to ensure compliance.
2. Provide technical assistant to schools collecting CHKS data.
3. Maintain CHKS data set.
4. Analyze specific data upon request by CONTRACTOR and COUNTY staff.
5. Produce an Executive Summary of CHKS data for Community Partners to make data more accessible and highlight data of interest.

Maintenance of Health Supplies

1. Annually collect, calibrate, and return Audiometers to schools.
2. Oversight of Epinephrine auto-injector pen distribution to schools.
3. Annually complete safety checklists for Automated External Defibrillators (AED) at schools.

Policy Implementation

1. Educate school sites about requirement to develop policies for administration and distribution of Narcan and share templates for policies.
2. Assist with planning and implementing policy level changes related to Food Waste prevention, recovery, and redistribution policy by providing support in making contacts

and coordinating with schools.

General

1. Regularly report, at least quarterly, to COUNTY on all activities to meet grant reporting requirements.
2. Prepare and maintain a variety of records and reports related to assigned activities including those required by local, State and federal agencies.
3. Assist with sharing broader health messaging and education to school community about prevention of other chronic diseases and areas of public health concern such as nutrition and physical activity, oral health, suicide prevention, tobacco use and cessation, and Narcan education and distribution.
4. Provide resources, training and guidance to LEA stakeholders to meet program goals.
5. Attend School Nurse Meetings as needed.
6. Other duties as needed and agreed upon by CONTRACTOR and COUNTY.

Training

The Health Data Analyst will complete the following trainings throughout the contract term:

1. Training provided by COUNTY's Epidemiologist in the COUNTY's School Absenteeism Syndromic Surveillance Program
2. Training provided by COUNTY's Infection Control Specialist on School Reporting, SPOT, and infection control practices.
3. Participate in Statewide (CDPH) COVID-19 Local Public Health School Leadership and Liaison Group calls
4. Training related to CHKS provided by state and CONTRACTOR's staff.
5. Additional trainings as appropriate and directed by COUNTY staff.
6. Data Analyst may identify trainings and work with COUNTY staff for attendance.

Coordination and Support

1. The Health Data Analyst will participate in weekly COVID-19 check in meetings with COUNTY staff (unless meetings are discontinued, or frequency is changed) for technical support, coordination, and training.
2. The Health Data Analyst will participate in weekly check in meetings with other COUNTY and CONTRACTOR staff for coordination and project planning.

Reporting

CONTRACTOR shall provide quarterly reports to COUNTY that include:

- Efforts to improve consistent reporting in the COUNTY's School Absenteeism Syndromic Surveillance Program
- Efforts to prevent COVID-19 infections in schools and control measures when there are cases and ensure accurate reporting through the CalCONNECT SPOT Portal.
- Efforts to collect and analyze CHKS data.
- Efforts to support Kindergarten Oral Health Assessment data reporting and oral health screenings scheduled or completed.

There is no specific format for the report as long as it includes the data elements described above. A one-page report would be sufficient.

Due Dates and Reporting Periods are as follows:

August 15, 2023 (for the period of 5/1/2023-7/31/2023)*

November 15, 2023 (for the period of 8/1/2023-10/31/2023)

February 15, 2024 (for the period of 11/1/2023-1/31/2024)

May 15, 2024 (for the period of 2/1/2024-4/30/2024)

June 30, 2024 (for the period of 5/1/2024-6/30/2024) or earlier as agreed up by all entities.

* The first report covers a period prior to the start of this contract as the reporting requirements were the same for a contract between the CONTRACTOR and COUNTY during FY 22/23. To ease the burden of reporting, COUNTY is only requiring 1 quarterly report for the period covered by the two contracts which is May 1, 2023 – July 31, 2023.

COUNTY's Responsibilities:

COUNTY will provide remote training to Health Data Analyst directly or instructions about how to sign up for state-offered trainings.

COUNTY will provide support with complicated situations with COVID-19 cases.

COUNTY will provide direction and resources for infection control and prevention.

**EXHIBIT B
SCHEDULE OF CHARGES AND PAYMENTS
NEVADA COUNTY SUPERINTENDENT OF SCHOOLS**

The maximum contract obligation for services provided under this Contract shall not exceed One-Hundred and Seven Thousand and Seven Hundred and Twenty One Dollars (\$107,721) for satisfactory performance of services as outlined in Exhibit "A" during the contract term of July 1, 2023 through June 30, 2024.

Contract Maximum is based on projected costs and Contractor shall be reimbursed for actual salary/benefits of CONTRACTOR's assigned staff and program expenses incurred in carrying out the terms of the contract.

CONTRACT EXPENDITURE BREAKDOWN:

Expenditure Description	7/1/2023 - 6/30/2024
Health Data Analyst Salary 1.00 FTE (225 paid days/8 hours per day @ \$37.46/hr)	\$67,435
Statutory Benefits (30.36% of salary)	\$20,473
Health and Welfare Benefits	\$11,533
Materials and Supplies	\$200
Mileage/Professional Development	\$100
Indirect @ 8.0% of Salaries and Benefits	\$7,979
Total	\$107,721

Mileage reimbursement rate may not exceed the IRS allowable rate at the time of travel.

NOTE: Changes to the line items as detailed above in excess of ten percent (10%) shall be submitted in advance for approval by the Senior Administrative Analyst or designee who at their sole discretion shall determine if the change in the budget will continue to meet the outcomes of the contract.

CONTINGENCY:

The maximum obligation of this Agreement is contingent and dependent on the COUNTY's receipt of ELC Enhancing Detection Expansion funding from the California Department of Public Health.

BILLING AND PAYMENT:

CONTRACTOR shall bill COUNTY monthly for services rendered and each invoice shall state the amount of personnel hours/benefits and other reimbursable expenses being claimed.

To expedite payment, CONTRACTOR shall reference on invoices the Board Resolution Number assigned to the approved Contract.

Invoice shall be emailed to: Debbie.Daniel@nevadacountyca.gov and PH.Fiscal@nevadacountyca.gov

CONTRACTOR shall be reimbursed within thirty (30) days of COUNTY's receipt of complete, correct, approved invoice.

**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. County understands and agrees Contractor elects to self-insure or participate in risk pooling to finance liabilities. 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. **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.
3. **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.
4. **Educators Legal Liability (ELL):** Insurance covering wrongful acts for education, bullying, employment liability, and sexual abuse or molestation liability with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

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

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 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. **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.
 4. **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.
 5. **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.
 6. **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.
 7. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis:
 - 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.
 8. **Verification of Coverage** The County may require 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. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
 9. **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.
 10. **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.
 11. **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies, or all shall be Claims Made Liability policies, if approved by County as noted above. In no cases shall the types of policies be different.
 12. **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.

13. **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.

14. **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 "E"

SCHEDULE OF HIPAA PROVISIONS FOR COVERED ENTITY CONTRACTORS

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA): HEALTH CARE PROVIDER AGREEMENT

Contractor acknowledges that it is a "health care provider" and therefore is a Covered Entity, for purposes of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH") and therefore is directly subject to the privacy, security and breach notification requirements therein and the civil and criminal penalties and shall implement its standards.

Contractor agrees to:

1. Contractor shall comply with all applicable federal and state laws and regulations pertaining to the confidentiality of individually identifiable protected health information (PHI) or personally identifiable information (PII) including, but not limited to, requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, the California Welfare and Institutions Code regarding confidentiality of client information and records and all relevant County policies and procedures.
2. Contractor shall not use or disclose PHI or PII other than as permitted or required by law.
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 PHI other than as provided for by this Contract and applicable law. Safeguards shall include administrative, physical, and technical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities. Contractor will provide County with information concerning such safeguards as County may reasonably request from time to time.
4. Track disclosures and make available the information required to provide an accounting of disclosures if requested by the individual or County in accordance with 45 CFR §164.528.
5. Ensure sufficient training and utilize reasonable measures to ensure compliance with requirements of this Contract by Contractor's workforce members who use or disclose PHI (in any form) to assist in the performance of functions or activities under this contract; and discipline such employees who intentionally violate any provisions of this Contract, including termination of employment. Workforce member training shall be documented and such documents retained for the period of this Contract and made available to County for inspection if requested.
6. Take prompt corrective action in the event of any security incident or any unauthorized use or disclosure of PHI to cure any such deficiencies and to take any action required by applicable federal and state laws and regulations.
7. Report to County any security incident or any unauthorized use or disclosure of PHI (in any form). Security incidents include attempted or successful unauthorized access, use, disclosure,

modification, or destruction of information or interference with system operations in an information system. Contractor shall make this report by the next business day following discovery of the use, disclosure, or security incident. Any unauthorized use or disclosure or security incident shall be treated as discovered by Contractor on the first day on which such use or disclosure or security incident is known to Contractor, including any person, other than the individual committing the unauthorized use or disclosure or security incident, that is an employee, officer or other agent of Contractor, or who should reasonably have known such unauthorized activities occurred. Reports should be made by email to privacy.officer@nevadacountyca.gov or by calling (530) 265-1740

8. Make Contractor's internal practices, books, and records relating to the use and disclosure of Protected Health Information received from or created or received by Contractor on behalf of County available to County upon request. In addition, Contractor will make these items available to the Secretary of the United States Health and Human Services for purposes of determining County's or Contractor's compliance with HIPAA and its implementing regulations (in all events Contractor shall immediately notify County of any such request, and shall provide County with copies of any such materials).
9. Contractor agrees that this Contract may be amended from time to time by County if and to the extent required by the provision of 42 U.S.C. § 1171, et seq., enacted by HIPAA and regulations promulgated thereunder, in order to assure that this Contract is consistent therewith; and authorize termination of the Contract by County if County determines that Contractor has violated a material term of this Contract.
10. Ensure that Contractor will enter into "Business Associate Agreements" as required by HIPAA including provisions that the Business Associate agrees to comply with the same restrictions, conditions and terms that apply to Contractor with respect to this Contract and with applicable requirements of HIPAA and HITECH. The Business Associate Agreement must be a written contract including permissible uses and disclosures and provisions where the Business Associate agrees to implement reasonable and appropriate security measures to protect the information (PHI or ePHI) it creates, receives, maintains or transmits on behalf of Contractor or County with respect to this Contract.

SUMMARY OF CONTRACT

Nevada County Superintendent of Schools

Description of Services: Health Data Analyst to encourage, improve and support surveillance, testing, data collection, and reporting to address disease infection, control, and prevention in the school community stakeholders.

SUMMARY OF MATERIAL TERMS

Max Annual Price: \$107,721
Contract Start Date: 7/1/2023 **Contract End Date:** 6/30/2024
Liquidated Damages: N/A

INSURANCE POLICIES

FUNDING

Commercial General Liability	(\$2,000,000)	1589-40107-492-7122 / 521520
Automobile Liability	(\$1,000,000)	
Worker's Compensation	(Statutory Limits)	
Educators Legal Liability	(\$2,000,000)	

LICENSES AND PREVAILING WAGES

Designate all required licenses: N/A

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:		CONTRACTOR:	
Nevada County Health and Human Services Agency, Public Health Department		Nevada County Superintendent of Schools	
Address:	500 Crown Point Circle, Ste. 110	Address	380 Crown Point Circle
City, St, Zip	Grass Valley, California 95945	City, St, Zip	Grass Valley, California 95945
Attn:	Debbie Daniel	Attn:	Scott Lay
Email:	Debbie.Daniel@nevadacountyca.gov	Email:	slay@nevco.org
Phone:	(530) 847-8446	Phone:	(530) 478-6400

Contractor is a: (check all that apply)					EDD Worksheet Required	
Corporation: <input checked="" type="checkbox"/>	Calif. <input checked="" type="checkbox"/>	Other <input type="checkbox"/>	LLC <input type="checkbox"/>		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Non-Profit: <input type="checkbox"/>	Corp. <input 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"/>		

ATTACHMENTS

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

NEVADA COUNTY PUBLIC HEALTH DEPARTMENT

**DECLARATION OF ELIGIBILITY FOR PROSPECTIVE
EMPLOYEES/CONTRACTORS**

POLICY:

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

INSTRUCTIONS:

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

DECLARATION

I, Scott W Lay (name) on behalf of

myself, or
_____ (corporation, partnership, LLC)

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

I am not, or
_____ the entity I represent is not

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

Scott W Lay
Scott W Lay (Jan 16, 2023 10:03 PDT)

(Signature)

06/16/2023

(Date)