



# **RESOLUTION No. 22-080**

## **OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA**

**RESOLUTION AUTHORIZING EXECUTION OF AMENDMENT 1 WITH NEVADA-SIERRA CONNECTING POINT PUBLIC AUTHORITY FOR THE PROVISION OF SERVICES RELATED TO THE ADMINISTRATION OF EMPLOYMENT SERVICES THROUGH THEIR EMPLOYMENT SERVICES PROGRAM FOR NEVADA COUNTY CALWORKS PARTICIPANTS UTILIZING THE EMPLOYABILITY BARRIER REMOVAL PROGRAM, WORK EXPERIENCE (WEX) AND EXPANDED SUBSIDIZED EMPLOYMENT (ESE) PROGRAMS TO INCORPORATE AN ADDITIONAL NAVIGATOR AND ADD INCENTIVES TO THE CUSTOMERS FOR PARTICIPATING IN WORK STUDY OR JOB TRAINING AND EDUCATIONAL ACTIVITIES AND AMEND EXHIBIT "B" SCHEDULE OF CHARGES AND PAYMENTS TO REFLECT THE SHIFT IN THE BUDGET LINE ITEMS FOR THE CONTRACT TERM OF JULY 1, 2021 THROUGH JUNE 30, 2022 (RES 21-234)**

WHEREAS, on June 15, 2021, per Resolution No 21-234, the Nevada County Board of Supervisors authorized the execution of the Professional Services Contract between the County of Nevada and Nevada Sierra Connecting Point Public Authority for services related to the administration of employment services through their Employment Services program for Nevada County CalWORKs participants utilizing the Employability Barrier Removal Program, Work Experience (WEX) and Expanded Subsidized Employment (ESE) Programs; and

WHEREAS, these services benefit CalWORKs participants by increasing their employability in their efforts to become financially self-sufficient and in addition aids the Department of Social Services in meeting its Federal Work Participation Rate (WPR); and

WHEREAS, the parties desire to amend their Agreement to revise Exhibit "A" Schedule of Services to incorporate an additional navigator and add incentives to the customers for participating in work study or job training activities and amend Exhibit "B" Schedule of Charges and Payments to reflect the shift in the budget line items.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Amendment 1 to that contract by and between the County and Nevada-Sierra Connecting Point Public Authority pertaining to the provision of services related to the administration of employment services for the term of July 1, 2021 through June 30, 2022 in the maximum amount of \$1,422,511 be and hereby is approved and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Amendment on behalf of the County of Nevada.

Funds to be disbursed from account: 1589-50105-494-5001/521525.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 8th day of February, 2022, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.


Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Susan K. Hoek, Chair

2/8/2022 cc: DSS\*  
AC\*  
NSCPPA\*

**AMENDMENT #1 TO THE CONTRACT WITH  
NEVADA SIERRA CONNECTING POINT PUBLIC  
AUTHORITY (Res 21-234)**

**THIS AMENDMENT** is executed this February 8<sup>th</sup>, 2022 by and between NEVADA SIERRA CONNECTING POINT PUBLIC AUTHORITY, hereinafter referred to as "Contractor" and COUNTY OF NEVADA, hereinafter referred to as "County." Said Amendment will amend the prior Agreement between the parties entitled Professional Services Contract, executed on June 15, 2021 per Resolution 21-234; and

**WHEREAS**, the Contractor provides 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; and

**WHEREAS**, the parties desire to amend their Agreement to revise Exhibit "A" Schedule of Services to incorporate an additional navigator and add incentives to the customers for participating in work study or job training and educational activities and amend Exhibit "B" Schedule of Charges and Payments to reflect the shift in the budget line items. The maximum amount of this contract is not changing with this amendment.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. That Amendment #1 shall be effective as of January 1, 2022.
2. That the Schedule of Services, Exhibit "A" is amended to the revised Exhibit "A" attached hereto and incorporated herein.
3. That the Schedule of Charges and Payments, Exhibit "B" is amended to the revised Exhibit "B" attached hereto and incorporated herein to reflect the shift in budget line items.
4. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

COUNTY OF NEVADA:

By: *Susan Hoek*  
Susan Hoek (Feb 8, 2022 15:10 PST)  
Susan Hoek  
Chair of the Board of Supervisors

CONTRACTOR:

By: *Tim Giuliani*  
Tim Giuliani (Jan 24, 2022 15:43 PST)  
Nevada Sierra Connecting Point  
Public Authority  
208 Sutton Way  
Grass Valley, CA 95945

ATTEST:

By: *Julie Patterson-Hunter*  
Julie Patterson-Hunter  
Clerk of the Board of Supervisors

**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.

- **Program Manager**

Manages program delivery.

- **Communications Manager**

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.

- **Career Counselor**

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.

- **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 scheduling, data entry, filing, and training logistics.

- **Office Manager**

Manages all human resource functions for participants and program staff.

- **Bookkeeper**

Creates invoices and financial reports in support of the budget.

- **Receptionist/Office Assistant**

Receives and routes calls. Assists walk-in customers.

### **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, 2022 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, 2021 – April 30, 2022.

- 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 \$1,422,511 for the contract term of July 1, 2021 through June 30, 2022. Of this total, \$722,511 will be designated for administrative and program activity costs; and \$650,000 will be designated to fund SEP/ESE participant wages and payroll taxes.

To accommodate programmatic cash flow needs commencing as of July 1, 2021 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 15<sup>th</sup> 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. Any amendments will maintain the integrity and purpose of the program under this Contract and will be in the best interest of the program.

**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 10<sup>th</sup> 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.

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 2021/22 Budget:

| <b>EXPENSES</b>                         | <b>Total</b>   |
|---|----------------|
| <b>SALARIES</b>                         |                |
| Executive Director .15FTE               | 5,011          |
| Chief Operating Officer .42 FTE         | 22,989         |
| Communications Manager .3 FTE           | 9,698          |
|   |                |
| Employment Skills Manager 1.0 FTE       | 70,896         |
| Career Counselor 1.0 FTE                | 63,041         |
| Navigator 3.0 FTE                       | 129,073        |
| Training Coordinator .75.0 FTE          | 56,525         |
| Administrative Assistant .5 FTE         | 20,795         |
| Office Assistant .8                     | 29,853         |
| Bookkeeper .23 FTE                      | 14,294         |
| IT Network Admin                        | 10,603         |
| <b>Total Salaries:</b>                  | <b>432,778</b> |
| <b>BENEFITS &amp; TAXES</b>             |                |
| Employee Benefits                       | 138,489        |
| Employee Taxes                          | 36,786         |
| <b>Total Benefits &amp; Taxes:</b>      | <b>175,275</b> |
| <b>DIRECT PAYMENTS TO PARTICIPANTS</b>  |                |
| Participant Wages                       | 441,000        |
| Participant Taxes                       | 145,750        |
| Education/ Employment Support Materials | 41,250         |
| Incentives                              | 22,000         |
| <b>Total Participant Wages:</b>         | <b>650,000</b> |
| <b>TRAVEL/TRAINING</b>                  |                |
| Mileage                                 | 100            |
| Travel and Meal Expense                 | 2,000          |
| Conference and Training                 | 4,000          |
| <b>Total Travel &amp; Training:</b>     | <b>6,100</b>   |
| <b>VEHICLE EXPENSES</b>                 |                |
| Vehicle Fuel                            | 1,230          |
| Vehicle Maintenance                     | 1,000          |

|  |                  |
|--|------------------|
| <b>Total Vehicle Expenses:</b>               | <b>2,230</b>     |
| <b>AUTO LIABILITY &amp; WORKERS COMP INS</b> | <b>31,800</b>    |
| <b>OFFICE EXPENSES</b>                       |                  |
| Occupancy                                    | 48,540           |
| Utilities and Maintenance                    | 14,345           |
| Security System                              | 146              |
| Copier (including maintenance)               | 2,470            |
| Equipment, Furniture                         | 1,214            |
| Communications                               | 7,200            |
| Postage                                      | 400              |
| Office Supplies                              | 20,409           |
| Staff recruitment                            | 200              |
| Printing                                     | 1,200            |
| Leaseholder Improvements                     | 0                |
| Publications, DVD, and subscriptions         | 4,602            |
| Reasonable Accommodation                     | 100              |
| <b>Total Office Expenses:</b>                | <b>100,826</b>   |
| <b>PROFESSIONAL SERVICES</b>                 |                  |
| Legal Services                               | 1,500            |
| Payroll and Bookkeeping Services             | 7,000            |
| Bank/County Auditor Charges                  | 1,000            |
| Annual Audit                                 | 4,310            |
| Website                                      | 420              |
| Consultants (including Rush Personnel)       | 2,196            |
| <b>Total Professional Services:</b>          | <b>16,426</b>    |
| <b>Subtotal</b>                              | <b>1,415,435</b> |
| Indirect Overhead Expense                    | 7,076            |
| <b>Total Projected Expenses:</b>             | <b>1,422,511</b> |

### **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.

Contractor shall submit monthly invoices for services by the 20<sup>th</sup> of the month following the month of service. Reports shall be due by the 15<sup>th</sup> of the month following the month of service and a final report due July 31, 2022 including a final reconciliation of all funds received under this Agreement and corresponding expenditures. 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.