



RESOLUTION No. 22-421

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF A RENEWAL CONTRACT WITH NEVADA-SIERRA CONNECTING POINT PUBLIC AUTHORITY (IN-HOME SUPPORTIVE SERVICES) RELATED TO IN-HOME SUPPORTIVE SERVICES PROVIDER ENROLLMENT AND TIMESHEET PROCESSING IN THE MAXIMUM AMOUNT OF \$218,355 FOR THE TERM OF JULY 1, 2022 THROUGH JUNE 30, 2023

WHEREAS, the Contractor provides In-Home Supportive Services provider enrollment and timesheet processing; and

WHEREAS, the In-Home Supportive Services Program enables qualified aged, blind and disabled individuals in California to remain in their own homes and avoid institutionalization, and the parties desire to renew the Agreement for the continuation of services for Fiscal Year 2022/23; and

WHEREAS, due to Fair Labor Standards (FLSA) requirements Contractor provides services pertaining to the Final Rule on FLSA in Domestic Services and ensures recipients continue to receive needed in-home care without disruption as these significant program changes require outreach and education to ensure understanding and compliance with the Final Rule.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Professional Services Contract by and between the County and Nevada-Sierra Connecting Point Public Authority pertaining to the provision of services related to In-Home Supportive Services provider enrollment and timesheet processing for the Agreement term of July 1, 2022 through June 30, 2023, in the maximum amount of \$218,355 be and is hereby approved in substantially the form attached hereto, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the agreement on behalf of the County of Nevada.

Funds to be disbursed from account: 1589-50103-494-1101/521520

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 9th day of August, 2022, by the following vote of said Board:

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

Noes: None.

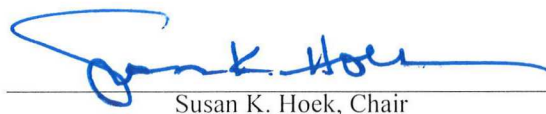
Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Susan K. Hoek, Chair

8/9/2022 cc: DSS*
AC*
NSCPPA*

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

Contract No. 22-421

Contract Description: In-Home Supportive Services Provider Enrollment and Timesheet Services.

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

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of August 9, 2022 by and between the County of Nevada, ("County"), and Nevada-Sierra Connecting Point Public Authority ("Contractor") (together "Parties", individual "Party"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed Two hundred eighteen thousand three hundred fifty five Dollars (\$218,355).**
3. **Term** This Contract shall commence on July 1, 2022. 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, 2023.
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, Social Services Department		Nevada-Sierra Connecting Point Public Authority	
Address:	950 Maidu Avenue	Address	208 Sutton Way
City, St, Zip	Nevada City, California 95959	City, St, Zip	Grass Valley, California 95945
Attn:	Kelly Carpenter	Attn:	Tim Giuliani
Email:	Kelly.Carpenter@co.nevada.ca.us	Email:	Timg@ns-pa.org
Phone:	(530) 265-1667	Phone:	(530) 274-5601

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

Authority: All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the Parties have executed this Contract to begin on the Effective Date.

COUNTY OF NEVADA:

By: *Susan Hoek* Date: 08/10/2022
Susan Hoek (Aug 10, 2022 13:13 PDT)

Printed Name/Title: Honorable Susan Hoek , Chair, of the Board of Supervisors

By: *Julie Patterson Hunter*
Julie Patterson Hunter (Aug 10, 2022 14:12 PDT)
Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

CONTRACTOR: Nevada-Sierra Connecting Point Public Authority

By: *Tim Giuliani* Date: 07/14/2022
Tim Giuliani (Jul 14, 2022 09:19 PDT)

Name: Tim Giuliani
* Title: Executive Director

****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

Summary Page

EXHIBIT "A"
SCHEDULE OF SERVICES

NEVADA-SIERRA CONNECTING POINT PUBLIC AUTHORITY

Nevada County, Department of Social Services, hereinafter referred to as "County" and Nevada-Sierra Regional In-Home Supportive Services (IHSS) Public Authority (PA), hereinafter referred to as "Contractor" agree to enter into a specific contract for the provision of services related to Provider Enrollment and Provider Timesheet Tasks.

Contractor shall provide sufficient staff needed for provider enrollment and CMIPS entry activities:

- Receive initial provider contact and schedule orientations as needed
- Conduct Live Scan fingerprinting, show orientation video and provide a training process
- Receive and store Live Scan results
- Serve as Custodian of Records for Nevada County IHSS DOJ records
- Comply with DOJ Custodian of Record and fingerprinting processes
- Assemble enrollment packets
- Copy and store ID and Social Security cards of all providers
- Administer and store all provider enrollment forms
- Create and maintain provider files
- Enter enrollment data into CMIPSII for new and existing provider enrollment
- Check, log and mail all provider W-4 forms, return incomplete forms to providers
- Process IHSS Provider Change of Address and/or Telephone form, SOC 840, SOC 846, SOC 426 and 426a.
- Complete and assist with Workman's Compensation claims
- Process general exception waivers
- Generate and send initial and replacement timesheets
- Generate and send state-mandated enrollment letters and NOA lite
- Forward Recipient address changes to Department of Social Services, Adult Services Program
- Complete Employee Verification Requests
- Assist with questions about W2s, order duplicates and assist with undeliverable W2s from the State as needed
- Document in CMIPS Recipient Case Notes when there is a provider change or other provider activity that affects the recipient's care.

The PA agrees to follow the Welfare and Institution Code Sec. 23, Section 12305.86 and Sec. 24, Section 12305.87 in regards to the fingerprinting process applicable to IHSS providers: (d) (1) Notwithstanding subdivision (b), a recipient of services under this article who wishes to employ a provider applicant who has been convicted of an offense specified in subdivision (b) may submit to the county an individual waiver of the exclusion provided for in this section. This paragraph shall not be construed to allow a recipient to submit an individual waiver with respect to a conviction or convictions for offenses specified in Section 12305.81.

The code states that: the state and a county shall be immune from any liability resulting from granting an individual waiver under this subdivision. The county extends this immunity of liability also to the Public Authority.

Contractor's responsibilities related to implementation of the Final Rule on the application of Fair Labor Standards (FLSA) to Domestic Services:

1. Educate providers serving more than one recipient regarding their obligation to complete the 2255, receive the SOC 2255, enter travel time in CMIPS, keep a copy in the provider file and provide a copy to each provider.
2. Generate the SOC 2256 for recipients with more than one provider, provide a copy to the recipient and forward to the Social Worker for the recipient file.
3. Provide and staff a helpline for recipients to request overtime and to answer overtime-related questions. Relay overtime requests to social workers; communicate response in a timely manner to consumers along with a letter confirming approval or denial of overtime.
4. Document in CMIPS Recipient Case Notes the overtime exception request, circumstances requiring overtime and decision.
5. Manage CMIPS queue for Overtime Violations.
6. Provide referrals and, when requested, hiring support, to recipients seeking to hire back-up providers.
7. Ensure that phone calls requesting back-up providers are answered and/or returned as quickly as possible.
8. Create a system or network of providers that can be contacted and deployed in emergency situations to provide services to IHSS recipients whose providers are not able to work due to COVID-19 impacts.
9. Creating business processes that support the timely assignment of back-up providers to IHSS recipient cases in CMIPS, ensuring that timesheets are issued, and that providers are paid at the appropriate pay rate.
10. Complete all CMIPS entry related to overtime regulations.
11. Manage provider violations. Send all related notices; send CDSS-developed training as required at second violation. Process all grievances and request for appeals per State direction.

The proposed salary and benefits provide for the following full and part-time positions:

- **Employment Specialist:** This position responds to telephone and walk-in inquiries, schedules video viewing and Live Scans, conducts Live Scans, copies ID's, prepares enrollment documents and completes CMIPS enrollment entry.
- **Registry Manager:** This position supervises enrollment activities, approves payment corrections and serves as the Custodian of the Records for Live Scan results. This position is the contact person for the Department of Justice (DOJ) and the peer provider (who transits live scans to DOJ).
- **Receptionist:** This position receives and routes calls and providers attending orientation.
- **Office Manager:** This position manages all human resource functions for program staff.
- **Accountant:** This position creates invoices and financial reports in support of the program.

The following are the proposed operating and administrative costs associated with the program:

The **direct operating costs** during this contract period include:

- **Office supplies** include paper, files folders, staples, pens, labels, rubber stamps and envelopes.
- **Copy machine costs** include the costs of copying enrollment forms, provider ID, mailings to providers related to the enrollment process, timesheets and copier maintenance costs.
- **Rent** based on square footage devoted to program
- **Postage** is for mailing enrollment completion letters, as mandated, to consumers and providers; and the occasional mailing of enrollment of packets.
- **Communication** costs are for telephone, internet and website maintenance.
- **Travel** costs are for trips to Truckee or other outlying areas of the county needed to accomplish provider enrollment.
- **Administrative Costs** to cover indirect office related expenses, i.e., utilities, administrative overhead that have not been claimed as a direct expense.

Additionally:

The Contractor's duties related to IHSS provider payroll shall include but are not necessarily limited to:

- Administer tasks related to the Timesheet Queues: These Queues include Timesheet Errors, Timesheet Eligibility Errors, and Timesheets on Hold (70%) and PA.
- Generate, print and mail replacement and supplemental timesheets for providers as needed.
- Provide a "help line" telephone number providers and/or recipients can access to determine check status, order replacement time sheets, request W-2 forms, report incorrect check amount, confirm authorized hours, and receive assistance completing the timesheet. All calls shall be addressed in a timely manner but not to exceed 24 hours (excluding weekends and holidays).
- Provide timesheet completion training and assistance to providers.
- Void, reissue and stop payments in accordance with the procedure detailed by Nevada County
- Assist providers with Direct Deposit
- Assist providers with Electronic Timesheets
- Provide information about sick leave rules

Contractor will be provided access to the CMIPS system to complete timesheet tasks and maintain provider/recipient information as needed.

County shall provide a printer to the PA for CMIPS activities. The printer shall remain the property of the County.

The proposed **salary and benefits** provide for the following part-time position to carry out IHSS payroll functions:

- **Employment Specialist or other designated PA staff:** This position staffs the Timesheet Helpline, assists walk-in providers with various timesheet related tasks, processes payroll queues in CMIPS and carries out other payroll related tasks.
- **Receptionist:** This position receives and routes calls and providers picking up timesheets.
- **Office Manager:** This position manages all human resource functions for program staff.
- **Accountant:** This position creates invoices and financial reports in support of the program.
- **Executive Director:** Oversees staff and budget activities

The **direct operating costs** during this contract period include:

- **Office Supplies** for general paper, envelopes, etc.
- **Postage** for mailing letters, timesheets and envelopes
- **Rent** based on FTE share
- **Copy machine costs** for printing letters
- **Communication** for the Timesheet Helpline and Internet costs

Parties to this Contract agree to meet after the second quarter, to review the contracted services and to negotiate as mutually agreed upon for any needed revisions to scope and/or and contract maximum.

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.

Contractor is encouraged to have a diverse and inclusive workforce that includes representation from the disparate communities served by our county. Contractor will be expected to think holistically about creating services, program sites, and an employee culture that is welcoming and inclusive. Contractor 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. Contractor should contact County contract manager about proposed metrics to track.

Services should be designed to meet clients' diverse needs. Contractor 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

The maximum obligation of this contract for satisfactory performance of services as outlined in Exhibit "A" shall not exceed **\$218,355** for the entire contract term, and shall be based on the following project budget:

OPERATING BUDGET
July 1, 2022 through June 30, 2023
Enrollment/FLSA

Staffing Cost	\$ 108,457	
Personnel Salaries		\$ 78,592
Benefits		\$ 29,865
Direct/Indirect Operating Costs	\$ 16,350	
Insurance		\$ 2,250
Office Supplies		\$ 2,000
Copier Costs		\$ 200
Rent/Utilities		\$ 9,400
Postage		\$ 1,500
Communication		\$ 750
Travel		\$ 250
Administrative Costs	\$ 3,103	
Total Enrollment Operating Budget	\$ 127,910	

TOTAL ENROLLMENT OPERATING BUDGET \$ 127,910

Payroll-Related Services

Staffing Cost	\$ 76,525	
Personnel Salaries		\$ 55,449
Benefits		\$ 21,076
Direct/Indirect Operating Costs	\$ 11,780	
Insurance		\$ 1,580
Office Supplies		\$ 900
Copier Costs		\$ 100
Rent/Utilities		\$ 6,900
Postage		\$ 1,500
Communication		\$ 800
Administrative Costs	\$ 2,140	
Total Payroll Services Operating Budget	\$ 90,445	

TOTAL PAYROLL SERVICES OPERATING BUDGET \$90,445
Total Contract \$ 218,355

Contract Maximum is based on reimbursement for actual costs to Contractor for services. As compensation for services rendered to County, Contractor shall be reimbursed for actual expenses incurred in carrying out the terms of the contract. Contractor shall bill County each month, including an itemized and separate accounting for costs incurred for provider time sheet activities and those activities relating to provider enrollment. Contractor agrees to be responsible for the validity of all invoices

BILLING AND PAYMENT

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

- Dates/Month services were rendered
- Billing period covered
- Contract Number assigned to the approved contract
- Cost of services rendered under the components of the contract
- Supporting documentation for staff salary and benefit costs detailed by the individual components of the contract
- Supporting documentation under the components of the contract
- Methodology for sharing total expenses/costs of the PA being billed under this contract

County shall review each billing for supporting documentation; verification of eligibility of individuals being served; dates of services and costs of services as detailed previously. Should there a discrepancy on the invoice, said invoice will be returned to Contractor for correction and/or additional supporting documentation. Payments will be made in accordance with County processes once an invoice has been approved by the department.

Budget line items within the budget may be increased or decreased by using funds from other line items by no more than twenty percent (20%) of their original amounts. Should the categories budgeted above change by more than twenty percent (20%); a budget modification shall be submitted for approval. The Department of Social Services at its sole discretion shall determine if the change in the operating budget will continue to meet the outcomes of the Agreement.

Contractor shall submit monthly invoices for services to:

Department of Social Services
Attn: Fiscal Staff
PO Box 1210
Nevada City, California 95959-1210

BILLING AND PAYMENT EXCEPTION

By the tenth of June each year, Contractor shall provide an invoice for services rendered for the month of May. An invoice of services provided for the month of June shall be provided no later than the tenth of July.

EXHIBIT C
INSURANCE REQUIREMENTS
NEVADA-SIERRA CONNECTING POINT PUBLIC AUTHORITY

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

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **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. **Cyber Liability:** Insurance, with limit not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

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** Contractor shall furnish County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
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.

SUMMARY OF CONTRACT

Nevada-Sierra Connecting Point Public Authority

Description of Services: In-Home Supportive Services Provider Enrollment and Timesheet Services.

SUMMARY OF MATERIAL TERMS

Max Annual Price: \$218,355

Contract Start Date: 7/1/2022

Contract End Date: 6/30/2023

Liquidated Damages: N/A

INSURANCE POLICIES

FUNDING

Commercial General Liability	(\$2,000,000)	1589-50103-494-3101/521520
Automobile Liability	(\$1,000,000)	
Worker's Compensation	(Statutory Limits)	
Cyber Liability	(\$1,000,000)	

LICENSES AND PREVAILING WAGES

Designate all required licenses: N/A

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:		CONTRACTOR:	
Nevada County Health and Human Services Agency, Social Services Department		Nevada-Sierra Connecting Point Public Authority	
Address:	950 Maidu Ave	Address	208 Sutton Way
City, St, Zip	Nevada City, California 95959	City, St, Zip	Grass Valley, California 95945
Attn:	Kelly Carpenter	Attn:	Tim Giuliani
Email:	Kelly.Carpenter@co.nevada.ca.us	Email:	Timg@ns-pa.org
Phone:	(530) 265-1667	Phone:	(530) 274-5601

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

ATTACHMENTS

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

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

&

DECLARATION OF ELIGIBILITY FOR PROSPECTIVE CONTRACTORS

NAME OF VENDOR/RECIPIENT: Connecting Point

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

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

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

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

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

Furthermore, Contractor declares that he/she or the entity you are representing is not an "Ineligible Person" as defined herein: "An Ineligible Person" is any individual or entity who: (a) is currently excluded, suspended, debarred, or otherwise ineligible to participate in Federal health care programs or in Federal procurement or non-procurement programs; or (b) has been convicted of a criminal offense related to the provision of health care items or services, but has not yet been debarred, or otherwise declared ineligible. If, while engaged as a Contractor for the County, I (or the entity I represent) become an Ineligible Person, I will notify the Social Services Director immediately.

Date: 07/14/2022

Director's Signature: *Tim Giuliani*
Tim Giuliani (Jul 14, 2022 09:19 PDT)
Vendor/recipient

208 Sutton Way, Grass Valley, CA 95945

Address of vendor/ recipient