

PERSONAL SERVICES CONTRACT

Health and Human Services Agency
County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

NEVADA-SIERRA CONNECTING POINT PUBLIC AUTHORITY

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

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

SUMMARY OF MATERIAL TERMS

- (§2) **Maximum Contract Price:** \$1,059,537
(§3) **Contract Beginning Date:** 07/01/2018 **Contract Termination Date:** 06/30/2019
(§4) **Liquidated Damages:** N/A

INSURANCE POLICIES

Designate all required policies:

- | | | Req'd | Not Req'd |
|------|--|---------------|---------------|
| (§6) | Commercial General Liability (\$1,000,000) | <u>X</u> | <u> </u> |
| (§7) | Automobile Liability | <u>X</u> | <u> </u> |
| | (\$ 300,000) Personal Auto <u> </u> (\$1,000,000) Business Rated <u>X</u> | | |
| | (\$1,000,000) Commercial Policy <u> </u> | | |
| (§8) | Workers' Compensation | <u>X</u> | <u> </u> |
| (§9) | Errors and Omissions (\$1,000,000) | <u> </u> | <u>X</u> |

LICENSES

Designate all required licenses:

- (§14) N/A

NOTICE & IDENTIFICATION

- (§33) **Contractor: Nevada-Sierra Connecting Point Public Authority**
208 Sutton Way
Grass Valley, California 95945
Contact Person: Ann Guerra
Phone: (530) 274-5601
E-mail: anng@ns-pa.org
- County of Nevada:**
950 Maidu Avenue
Nevada City, California 95959
Contact Person: Mike Dent
Phone: (530) 265-1410
E-mail: Mike.Dent@co.nevada.ca.us
- Funding:** 1589-50105-494-5001/521525
- CFDA No.:** 93.558
CFDA Agreement No.: CEC-29-2017

Contractor is a: (check all that apply)

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

EDD: Independent Contractor Worksheet Required: Yes X No

ATTACHMENTS

Designate all required attachments:

- | | Req'd | Not Req'd |
|---|---------------|---------------|
| Exhibit A: Schedule of Services (Provided by Contractor) | <u>X</u> | <u> </u> |
| Exhibit B: Schedule of Charges and Payments (Paid by County) | <u>X</u> | <u> </u> |
| Exhibit C: Schedule of Changes (Additions, Deletions & Amendments) | <u> </u> | <u>X</u> |
| Exhibit D: Schedule of HIPAA Provisions (Protected Health Information) | <u> </u> | <u>X</u> |
| Exhibit E: Uniform Administrative Requirements (CFDA-Funded) | <u>X</u> | <u> </u> |



Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. Scope of Services:

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. Charges and Payments:

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt of said invoice unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), of this Contract. If a Catalog of Federal Domestic Assistance ("CFDA") number is designated at §33, page one (1), of this Contract, then all components of compensation billed to County shall be calculated in accordance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapter I, Chapter II, Part 200, et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance").

Time for Performance

3. Contract Term:

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), of this contract. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), of this Contract.

4. Liquidated Damages:

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. Time of the Essence:

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. Commercial General Liability Insurance: (County Resolution Nos. 90-674, 02-439)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and non-contributory, that other insurance maintained by the County of Nevada shall be excess only and that neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance available to County;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90-676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and non-contributory, that other insurance maintained by the County of Nevada shall be excess only and that neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance available to County;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Workers' Compensation: (County Resolution No. 90-674)

If §8 at page one (1) hereof shall indicate a **Workers' Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County. The Workers' Compensation insurer shall agree to waive all rights of subrogation against the County, its agents, officers, employees, and volunteers for losses arising from work performed by Contractor for the County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for workers' compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution Nos. 90-674, 90-675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then

Contractor shall carry prior acts coverage. The following additional conditions apply to "claims made" coverage: In order for the acts and omissions of Contractor and all its agents during the term of this Agreement to be "continually covered" there must be insurance coverage for the entire contract period commencing on the effective date of this Agreement and ending on the date that is three (3) years beyond the final date this Agreement is effective, including any extensions or renewals of this Agreement. Contractor acknowledges that the provision of this Section may necessitate the purchase of "tail insurance" if coverage lapses. The requirement to maintain tail insurance shall survive termination of this Agreement.

Insurance afforded by the additional insured endorsement shall apply as primary and non-contributory insurance, and neither the insured nor the insurer shall seek contribution from any other insurance or self-insurance maintained by County, its officers, agents and/or employees. Any insurance or self-insurance maintained by County, its officers, agents and/or employees shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); 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. (See §13, ¶12, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor agrees neither its agents nor employees have any rights, entitlement or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against any such claim by its agents or employees.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Unless otherwise agreed in writing by the County's Risk Manager, Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, in the same amounts and subject to the same terms as are required of Contractor under this Contract, unless otherwise provided by County's Risk Manager. Said insurance shall include all upstream parties (including the Contractor and the County) as additional insureds using a Blanket Additional Insured Endorsement (ISO form number CG 20 38 04 13) or coverage at least as broad. Contractor shall verify that all subcontractors provide a policy endorsement in compliance with this Paragraph and shall provide a copy of the same to County at least ten (10) working days prior to commencement of any work by subcontractor. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee, or to timely provide County with a copy of the required policy endorsement, shall constitute a Material Breach of this agreement, and, in addition to any

other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Certificate of Good Standing:

Registered corporations including those corporations that are registered non-profits shall possess a Certificate of Good Standing also known as Certificate of Existence or Certificate of Authorization from the California Secretary of State, and further warrants to shall keep its status in good standing and effect during the term of this Contract.

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 §§ 1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§ 200 et seq., relating to apprenticeship. 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. A copy of the relevant prevailing wage as defined in Labor Code §1770 et seq. is on file with the Department of Transportation, County of Nevada, 950 Maidu Avenue, Nevada City, California 95959. Copies will be provided upon request.

17. Accessibility (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance 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:

In providing Services hereunder, Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and shall not discriminate against any employee, or applicant for employment or client because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, political affiliation, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

If applicable, Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

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. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

21. Conflict of Interest:

Contractor shall not cause, use or allow any payments, funds or proceeds derived from this Contract to be used, either directly or indirectly, for salary, wages or benefits, for any of its officers, directors, or shareholders. Contractor shall not cause, use nor allow any payments, funds or proceeds derived from this Contract to be used, either directly or indirectly, for salary, wages or benefits for any of its agents, servants, or employees, except those expressly specified in Exhibit "B".

Contractor further certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who performs any function or responsibilities in connection with this contract shall have any personal financial interest or benefit that either directly or indirectly arises from this contract. Contractor shall establish safeguards to prohibit its employees or its officers from using their position for the purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business or other ties.

22. Political Activities:

Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.

23. Cost Disclosure:

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

Default and Termination

24. Termination:

a. A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law, 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) days written notice** to Contractor.

c. County, upon giving **seven (7) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract if the County, the Federal Government 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.

d. 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 certified mail in conformity with the notice provisions. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

e. Any notice to be provided under this section may be given by the County Executive Officer or Designee or Agency Director.

25. 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.

Miscellaneous

26. Financial, Statistical and Contract-Related Records:

a. **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.

b. **INSPECTION:** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.

c. **AUDIT:** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.

27. Non- Profit Provisions:

If Contractor is registered as a non-profit corporation, Contractor shall comply with the following requirements of this section:

a. **Reporting Requirements:**

Contractor shall submit a report to County no later than thirty (30) days after the aforesaid Contract Termination Date, which report shall identify the status of each service which

was provided as described in **Exhibit "A"** (Schedule of Services), and detail all amounts expended as set forth in **Exhibit "B"** (Schedule of Charges and Payments), or otherwise. This report is subject to audit by the Nevada County Auditor/Controller.

b. Supplemental Audit Provisions:

(i) Contractor shall provide the most recent copy of the Contractor's reviewed or audited financial statements. Said financial statements shall be verified by an independent Certified Public Accountant. These financial statements together with the Certified Public Accountant's verification are due to the County within thirty (30) days of execution of the Contract. If Contractor, however, has another County Contract currently in effect and has previously provided this information to the County within the last year, it is not necessary for Contractor to re-submit these statements and verification under this Agreement.

(ii) Non-profit Contractors whose contract with the County includes services that will be reimbursed, partially or in full, with Federal funds are also governed by the OMB Super Circular and are required to have a single or program-specific audit conducted if the Contractor has expended \$500,000 or more in Federal awards made on or before December 26, 2014, or \$750,000 or more in Federal awards made after December 26, 2014, during Contractor's fiscal year. Any Contractor who is required to complete an annual Single Audit must submit a copy of their annual audit report and audit findings to County at the address listed in "Notice & Identification" §33 on page one (1) of the executed contract within the earlier of thirty (30) days after the Contractor's receipt of the auditor's report or nine (9) months following the end of the Contractor's fiscal year.

28. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefore, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

29. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

30. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

31. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract. If a CFDA number is designated at §33, page one (1), of this Contract then the applicable CFDA funding agreement requires that this Contract shall also be governed by and construed in accordance with all applicable laws, regulations and contractual obligations set forth in the applicable CFDA funding agreement. Contractor shall comply with all terms and conditions of the applicable CFDA funding agreement and all other applicable Federal, state and local laws, regulations, and policies governing the funding for this Contract. A full copy of the applicable CFDA funding agreement is available for review at the Health and Human Services Agency Administration Office.

32. Confidentiality:

Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by the County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

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

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

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

33. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at "Notice & Identification" §33 page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §33 of page one (1) of this Contract. Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

34. Authority:

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

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

CONTRACTOR:



Ann Guerra
Executive Director

Dated: 05-30-18

COUNTY OF NEVADA:

Edward Scofield
Chair, Board of Supervisors

Dated: _____

Attest: _____
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.

- **Essential Skills Trainer**

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

- **Office 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**

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. Schedules speakers and activities, 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 Career Counselor 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.

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 shall also provide participants access to legal assistance through partnerships with local legal services providers.

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 serve participants who are eligible for Family Stabilization services when referred by CalWORKs staff by providing specific services needed by the family served. This may include working collaboratively with other service providers in the community such as the Family Resource Center’s Family Stabilization case managers.

The Employment Services program will contract with a LCSW (Licensed Clinical Social Worker) or MFT (Marriage and Family Therapist) to ensure streamlined access to mental health services by providing brief services to participants with referrals, if needed, to longer-term counseling services.

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 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 fourteen (14) 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, maintaining contact with coordinating guest speakers, providing content for various times during the week, 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 (4 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 monthly progress reports on each CalWORKs participant, by the 15th of the month following the report month.
- Provide weekly attendance reports to the County for on-site and off-site participants.
- Submit Annual Report by June 1, 2019 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, 2018 – April 30, 2019.
- 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 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.
- 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.

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 \$1,059,537 for the contract term of July 1, 2018 through June 30, 2019. Of this total, \$751,537 will be designated for administrative and program activity costs; and \$308,000 will be designated to fund SEP/ESE participant wages and payroll taxes.

To accommodate programmatic cash flow needs commencing as of July 1, 2018, up to \$40,000 monthly shall be advanced to the Contractor for the remainder of the contract term. Contractor shall submit an invoice by the 15th of the month requesting the next month's advance and providing a record of the previous month's actual expenses. The amount of the advance will be adjusted monthly as per the over or under expenditure of funds already advanced.

Categorical funding may be amended by written permission of the Director of Social Services. 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 10th of the following month.
- Within 5 days of receipt of the time records, Contractor will process time reports for all SEP participants. Along with a monthly report of worksite location, dates worked, and hours worked,
- Contractor will send the County a monthly invoice which details the total wage costs: wages and benefits, placement fees collected and used for wages, and the amount to be paid by the County for each participant.
- During the initial development of the SEP worksite agreement with the employer, Contractor shall certify and confirm that the third party's contribution (placement fees) supporting SEP participant wages will not be funded through federal funds or through funds that are used or will be used to satisfy a cost-sharing or matching requirement of another federal program, and are not any type of an in-kind contribution.
- Submit monthly invoices for actual administrative costs incurred under the WEX and SEP programs. Invoices will detail operating expenses and staffing costs to include staff hours worked, salary, benefits, and payroll taxes.
- To expedite payment, Contractor shall reference on their invoice the County Resolution Number, which has been assigned to their approved Contract.

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 2018/19 Budget:

EXPENSES	Total
SALARIES	
Executive Director .15FTE	16,389
Program Manager .42 FTE	34,939
Communications Manager .3 FTE	21,616
Office Manager .2 FTE	30,818
Employment Skills Manager 1.0 FTE	61,361
Career Counselor 1.0 FTE	56,408
Navigator 2.0 FTE	96,702
Essential Skills Trainer 1.0 FTE	50,074
Office Assistant .9 FTE	27,620
Bookkeeper .23FTE	12,976
IT Network Admin	9,000
Total Salaries:	417,903
BENEFITS & TAXES	
Employee Benefits	129,550
Employee Taxes	37,611
Total Benefits & Taxes:	167,161
PARTICIPANT WAGES	
Participant Wages	280,000
Participant Taxes	28,000
Total Participant Wages:	308,000
TRAVEL/TRAINING	
Mileage	100
Travel and Meal Expense	2,000
Conference and Training	4,000
Total Travel & Training:	6,100
VEHICLE EXPENSES	
Vehicle Fuel	1,730
Vehicle Maintenance	1,500
Total Vehicle Expenses:	3,230
AUTO LIABILITY & WORKERS COMP INS	25,000
OFFICE EXPENSES	
Occupancy	48,540

Utilities and Maintenance	13,341
Security System	146
Copier (including maintenance)	2,000
Equipment, Furniture	400
Communications	3,286
Postage	400
Office Supplies	20,409
Staff recruitment	0
Printing	1,000
Leaseholder Improvements	200
Publications, DVD, and subscriptions	4,602
Reasonable Accommodation	100
Total Office Expenses:	94,424
PROFESSIONAL SERVICES	
Legal Services	1,500
Payroll and Bookkeeping Services	1,431
Bank/County Auditor Charges	1,000
Annual Audit	6,310
Website	420
Consultants (including Rush Personnel)	17,000
Total Professional Services:	27,661
Subtotal	1,049,479
Indirect Overhead Expense	10,058
Total Projected Expenses:	1,059,537

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 20th of the month following the month of service. Reports shall be due by the 15th of the month following the month of service and a final report due July 31, 2019 including a final reconciliation of all funds received under this Agreement and corresponding expenditures. Billing contact for Contractor is:

HHS Administration
Attn: DSS Fiscal

950 Maidu Avenue
Nevada City, California 95959
(530) 470-2420

BILLING PROCESS EXCEPTION

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

ATTACHMENT 1
CONFIDENTIALITY AGREEMENT

Contractor shall not duplicate, disseminate or disclose Personally Identifiable Information (PII) except as allowed in this agreement. This agreement applies to any written, oral or electronic PII obtained from, or provided by, the County for the purpose of administering the CalWORKs Welfare to Work program. This information includes all written, oral, visual and printed applicant/recipient records, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data. (See also 22 California Code of Regulations Section 50111 and 51009.)

Definitions

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

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

6. "Secure Areas" means any area where:
 - a. Contractor staff assist in the administration of their program;
 - b. Contractor staff use or disclose PII; or
 - c. PII is stored in paper or electronic format.

Contractor agrees to:

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

- c. Unacceptable Use; and
- d. Enforcement Policies.

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

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

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

- 7. Secure all areas of facilities where Contractor staff use, disclose or store PII including:
 - a. Ensure procedures and controls are in place to promptly revoke access to the facility from terminated employees.
 - b. Store paper records with PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks or locked offices.
 - c. Using all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of or viewing PII.
 - d. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:
 - i. Properly coded key cards
 - ii. Authorized door keys
 - iii. Official Identification
- 8. Secure all devices which are used to access PII including:
 - a. Encrypted workstations, laptops, mobile devices and removable media using FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption system must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
 - b. Encrypt electronic files containing PII when stored on any mobile device or removable media to same standards as above.
 - c. Install and actively use antivirus software solutions on all workstations, laptops and other systems which process and/or store PII.
 - d. Apply all critical security patches within thirty (30) days of vendor release to all workstations, laptops or other systems which process and/or store PII.
 - e. Implement a policy to ensure the integrity of individual staff's passwords used to access PII.
 - f. Destroy all PII that is no longer needed using a method consistent with NIST SP800-88, Guidelines for Media Sanitation, such that the PII cannot be retrieved.
 - g. Servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and

Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.

- h. Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- 9. Contractor may ensure its compliance with the following administrative, technical and physical safeguards through the system that it obtains access to PII, including County's Statewide Automated Welfare System Consortium, C-IV Consortium, with prior verification and approval of County:
 - A. Critical security patch management must be applied on all workstations, laptops and other systems, which process and/or share PII with system reboot if necessary. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations. At maximum, all applicable patches deemed as critical are installed within thirty (30) days of vendor release.
 - B. All contract workforce members and employees must be issued a unique user name for accessing PII which are promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty-four (24) hours. The following provision shall apply:
 - a. Passwords are not shared.
 - b. Passwords must be at least eight (8) characters long.
 - c. Passwords must be a non-dictionary word.
 - d. Passwords must be stored in readable format on the computer or server.
 - e. Passwords must be changed every ninety (90) days or less.
 - f. Passwords must be changed if revealed or compromised.
 - g. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
 - i. Upper case letters (A-Z)
 - ii. Lower case letters (a-z)
 - iii. Arabic numerals (0-9)
 - iv. Special Characters (!, @, #, etc.)
 - C. When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.
 - D. The systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
 - E. The systems providing access to PII must display a warning banner stating , at minimum that data is confidential, systems are logged, system use is for business purposes only for authorizes users and users shall log off the system immediately if they do not agree with these statements.

- F. The systems which provide access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII. The audit trail i) be date and time stamped, ii) log both successful and failed accesses, iii) be read-access only and iv) be restricted to authorized users. Databases that store POII shall have database logging functionality that is enabled and audit trails shall be retained for three years beyond the end of this contract and made available to County for inspection if requested.
- G. The system providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.
- H. All data transmissions of PII outside of a secure internal network must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used. Encryption can be end to end at the network level, or the data files containing PII can be encrypted. This requirement pertains to any type of PII in motion including website access, file transfer and email.
- I. All systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.
- J. Contractor must ensure audit control mechanisms are in place. All systems processing and/or storing PII must have at least an annual system risk assessment/security that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection. Reviews should include vulnerability scanning tools. All systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access. All systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data. When the Contractor, County or DHCS suspects MEDS usage anomalies, the Contractor will work with the County or DHCS to investigate the anomalies and report conclusions of such investigations and remediation to County.
- K. Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours. Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression. Contractor

shall have established documented procedures to backup PII to maintain retrievable exact copies of PII. The documented backup procedures shall contain a schedule which includes incremental and full backups. The procedures shall include storing backup's offsite. The procedures shall ensure an inventory of backup media. Contractor shall have established documented procedures to recover PII data which shall include an estimated amount of time needed to restore the PII data.

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

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

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

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

11. Take prompt corrective action in the event of any security incident or any unauthorized use or disclosure of PII to cure any such deficiencies and to take any action required by applicable federal and state laws and regulations.
12. Report to County any security incident or any unauthorized use or disclosure of PII (in any form. Contractor shall make this report immediately upon the discovery of the use, disclosure, or security incident. Any unauthorized use or disclosure or security incident shall be treated as discovered by Contractor on the first day on which such use or disclosure or security incident is known to the Contractor, including any person, other than the individual committing the unauthorized use or disclosure or security incident, that is an employee, officer or other agent of the Contractor, or who should reasonably have known such unauthorized activities occurred.

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

Nevada County Department of Social Services	Nevada County Privacy & Security Officer
CalWORKs Welfare to Work Program Department of Social Services 988 McCourtney Road Grass Valley, CA 95949	Privacy Officer Board of Supervisors/HHSA 950 Maidu Avenue Nevada City, CA 95959
Point of Contact: Mali Dyck	Point of Contact: Jeffrey Thorsby
Email: mali.dyck@co.nevada.ca.us	Email: privacy.officer@co.nevada.ca.us
Phone: 530-265-1760	Phone: 530-265-1962

13. Make Contractor's internal practices, books, and records relating to the use and disclosure of PII received from, or created or received by the Contractor on behalf of County available to the County upon request.
14. Contractor agrees that this agreement may be amended from time to time by County if and to the extent required by the Welfare and Institutions Code or the Department of Social Service Privacy and Security Agreement, in order to assure that this agreement is consistent therewith; and authorize termination of the agreement by County if County determines that Contractor has violated a material term of this agreement.
15. Contractor shall not provide access or disclose PII to any sub-contractor or other individual not employed directly by Contractor without written permission from the County.

EXHIBIT "E"
(for use with HHSA PSK for CFDA-funded Subrecipients)

Subrecipient Compliance with OMB Uniform Guidance (12/26/13)

1. This Subrecipient Agreement is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapter I, Chapter II, Part 200 et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance"). A copy of these regulations are available at the Nevada County Clerk of the Board's Office located at 950 Maidu Avenue, Nevada City, CA 95959.
2. Subrecipient hereby certifies to the best of its knowledge that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five (5%) percent owners are excluded or debarred from participating in or being paid for participation in any Federal program. Subrecipient shall be required to certify its disbarment status annually, prior to receiving funds each fiscal year.
3. Subrecipient agrees to comply with all requirements imposed on the pass-through entity pursuant to the Uniform Guidance, including but not limited to 2 CFR Sections 200.100 to 200.113 and Section 200.331. The CFDA Funding Agreement requires that all Subrecipients and their subcontractors be governed by and construed in accordance with all applicable laws, regulations and contractual obligations set forth in the CFDA Funding Agreement through which this Agreement is funded. A full copy of the CFDA Funding Agreement for this Agreement is available at the Clerk of the Board's Office located at 950 Maidu Avenue, Nevada City, CA 95959.
4. Subrecipient acknowledges that this Agreement is funded in whole or in part with Federal funds. Nevada County and non-profit organizations that expend a combined total of more than \$750,000 of federal financial assistance (from all sources) in any fiscal year must have a single audit for that year. A letter confirming that an audit will be conducted must be provided to Nevada County stating that the Contractor has expended more than \$750,000 in total federal funds and will comply with the federal Single Audit Act and the requirements of the OMB Uniform Guidance.
5. Subrecipient acknowledges that its program is subject to a Risk Assessment/Monitoring Program annually, as established by the County, which contains the following components:
 - A review of required reports
 - Verification of audits
 - Methodology to address noncompliance
 - Issuance of management decision on audit findings within six (6) months
 - On site reviews
 - Training and technical assistance to Subrecipient